COUNCIL AGENDA
November 2, 2015
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**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. City Tree Board Report
      Gregg Wilkerson, President of the City Tree Board and Jason Grossman, with Tree Board update to Council.

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. RESOLUTION NO. 2015-019
      A RESOLUTION granting a Special Use Permit (First Request) to Ron Barks for the operation of a car wash located at 1001 East 32nd Street, in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET RES 2015-019 .PDF, RESOLUTION 2015-019.PDF, SUPPLEMENTAL RES 2015-019.PDF

   3. COUNCIL BILL NO. 2015-276
      AN ORDINANCE providing for the vacation of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-276 .PDF, COUNCIL BILL 2015-276 .PDF, SUPPLEMENTAL CB 2015-276.PDF

   4. RESOLUTION NO. 2015-020
      A RESOLUTION granting a Special Use Permit (First Request) to Missouri American Water Company for the operation of a publicly owned utilities facility located at the southwest corner of 15th Street and Delaware Avenue, in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET RES 2015-020 .PDF, RESOLUTION 2015-020.PDF, SUPPLEMENTAL RES 2015-020.PDF

8. **Consent Agenda**

   1. October 19, 2015 City Council Meeting Minutes

      Documents: OCT 19 COUNCIL MINUTES.PDF

9. **Resolutions**

   1. RESOLUTION NO. 2015-021
      A RESOLUTION recognizing James Gilchrist upon his retirement from

active service as the Transit Driver II within the City Public Works / Public Transit Division.

Documents: RES2015-021-SUMMARY SHEET.PDF, RS2015-021.PDF

2. RESOLUTION 2015-022
A RESOLUTION authorizing the filing of a Sixth Partial Action Plan with the U.S
Department of Housing and Urban Development as required for use of the City of
Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

Documents: CDBG-DR ROUND 2 PARTIAL ACTION PLAN 6.PDF, RS 2015-022.PDF, SUMMARY SHEET.PDF, EARLY CHILDHOOD CITY PRESENTATION 10-29-15 (002).PDF, EARLYCHILDHOOD-UPDATEDPROP.PDF

10. Ordinances - Emergency

1. Council Bill 2015-008
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents: JOPLIN CHAMBER OF COMMERCE-COJ SUMMARY_CB2015-008.PDF, JOPLIN CHAMBER OF COMMERCE-COJ AGREEMENT_CB 2015-008.PDF, JOPLIN AREA CHAMBER OF COMMERCE AGREEMENT 11-15.PDF

2. Council Bill 2015-009
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Sports Authority for the purpose of providing marketing services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents: JOPLIN SPORTS AUTHORITY-COJ AGREEMENT SUMMARY CB2015-009.PDF, JOPLIN SPORTS AUTHORITY COJ AGREEMENT CB 2015-009.PDF, JOPLIN SPORTS AUTHORITY AGREEMENT 11 1 2015.PDF

3. COUNCIL BILL NO. 2015-010
AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

Documents: CB2015-010 SUMMARY SHEET.PDF, CB2015-010 COUNCIL BILL.PDF, CB2015-010 INVOICE 1.PDF, CB2015-010 INVOICE 2.PDF

4. COUNCIL BILL NO. 2015-159
AN ORDINANCE approving the contract with Bennett Inc. in the amount of Two Hundred Ninety Four Thousand Nine Hundred Sixty Five and no/100 Dollars ($294,965.00) for the Hill Street Storm Drain Improvements in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Documents: SUMMARY-TSO617-CONSTRUCTIONCB 2015-159.PDF, CB-

CONTRACTOR - HILL ST. 2015-159.PDF, BID TAB FORM.PDF, LOCATION-MAP_CB-2015-159.PDF

5. COUNCIL BILL NO 2015-160
AN ORDINANCE approving the contract with Dalton-Killinger in the amount of Seven Hundred Sixty Eight Thousand Six Hundred Seventy One and 65/100 Dollars ($768,671.65) for the 10th & Peters Avenue Ditch and Culvert Improvements in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Documents: CB-CONTRACTOR - 10TH PETERS 2015-160.PDF, SUMMARY-TSO614-CONSTRUCTIONCB 2015-.PDF, BID TAB FORM.PDF, LOCATION-MAP CB-2015-160.PDF

6. COUNCIL BILL NO. 2015-527
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Overland Group, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6,000 square feet of land at 1402 ½ 14th Street ; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents: CB 2015-527 SUMMARY SHEET LAND SALE 1402 14TH.PDF, CB 2015-527 ORDINANCE LAND SALE 1402 14TH.PDF, CB 2015-527 EXHIBIT A REAL ESTATE CONTRACT.PDF, CB 2015-527 EXHIBIT B AUTHORIZATION TO SHOW PROPERTY.PDF, CB 2015-527 BID FORM.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2015-373
An Ordinance approving a change order submitted by Sapp Design Associates related to the Agreement for Architectural Services for the design of the Joplin Public Library, in the amount of Two Hundred and Ninety-Five Thousand Dollars and 00/100 ($295,000.00), for additional scoping and design services for the Economic Development Administration funded Library Project, and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement.

Documents: ATTACHEMENT A.PDF, CB 2015-373.PDF, SUMMARY SHEET CB 2015-373.PDF

2. COUNCIL BILL NO. 2015-459
AN ORDINANCE approving an Agreement For Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc. and the City of Joplin, Missouri, for the amount of up to Thirty-Seven Thousand, Two Hundred Fifty Dollars and no Cents ($37,250.00), for design and other architectural services associated with the Health Department Garage/Storage facility, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015.

Documents: CB2015-459-SUMMARY SHEET.PDF, SUPPLEMENTAL ITEM AGREEMENT.PDF, SUPPLEMENTAL ITEM EXHIBIT A.PDF, SUPPLEMENTAL ITEM EXHIBIT B.PDF, SUPPLEMENTAL ITEM RFQ RESPONSE.PDF, CB2015-459.PDF

3. COUNCIL BILL NO. 2015-461
AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, and, authorizing the City

Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents: CB2015-461-SUMMARY SHEET.PDF, CB2015-461-COUNCIL BILL.PDF, CB 2015-461 SUPPLEMENTAL ITEM.PDF

4. COUNCIL BILL NO. 2015-462
AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144.

Documents: CB2015-462-SUMMARY SHEET.PDF, CB2015-462-COUNCIL BILL.PDF

5. COUNCIL BILL NO. 2015-530
AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-530 SUMMARY SHEET CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF, CB 2015-530 ORDINANCE CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF

6. COUNCIL BILL NO. 2015-532
AN ORDINANCE repealing Section 106-62, Inspection Fees, of Article III, Improvement Permits, and Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits and Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-532 SUMMARY SHEET CHAPTER 106 STREETS SIDEWALKS FEE CHANGES.PDF, CB 2015-532 ORDINANCE CHAPTER 106 STREETS SIDEWALKS FEE CHANGES.PDF

7. COUNCIL BILL NO. 2015-533
AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-533 SUMMARY SHEET CHAPTER 34 CEMETERIES FEE CHANGES.PDF, CB 2015-533 ORDINANCE CHAPTER 34 CEMETERIES FEE CHANGES.PDF

8. COUNCIL BILL NO. 2015-534
AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article

VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-534 SUMMARY SHEET CHAPTER 86 PARKS FEE CHANGES.PDF, CB 2015-534 ORDINANCE CHAPTER 86 PARKS FEE CHANGES.PDF

9. COUNCIL BILL NO. 2015-535
AN ORDINANCE repealing Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin to implement certain fee language changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-535 SUMMARY SHEET CHAPTER 102 SOLID WASTE FEE CHANGE.PDF, CB 2015-535 ORDINANCE CHAPTER 102 SOLID WASTE FEE CHANGES.PDF

10. COUNCIL BILL NO. 2015-536
AN ORDINANCE repealing Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-536 SUMMARY SHEET CHAPTER 118 UTILITIES FEE CHANGES.PDF, CB 2015-536 ORDINANCE CHAPTER 118 UTILITIES FEE CHANGES.PDF

11. COUNCIL BILL NO. 2015-537
AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-537 SUMMARY SHEET ZONING REG FEE CHANGES.PDF, CB 2015-537 ORDINANCE ZONING REG FEE CHANGES.PDF

12. COUNCIL BILL NO. 2015-538
AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-538 SUMMARY SHEET SUBDIVISION REGS FEE CHANGE.PDF, CB 2015-538 ORDINANCE SUBDIVISION REGS FEE CHANGE.PDF

13. COUNCIL BILL NO. 2015-539
AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-539 SUMMARY SHEET CHAPTER 6 ADVERTISING FEE CHANGE.PDF, CB 2015-539 ORDINANCE CHAPTER 6 ADVERTISING FEE CHANGE.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. NEWS FROM THE PIO

2. CLOSED SESSION

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015

Item: RESOLUTION NO. 2015-019
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/15/2015

Recommended Action: Planning and Zoning Commission recommended approval for a permanent Special Use Permit by a vote of "4 in favor, 2 abstentions, and 1 absent"

SUMMARY/REQUEST:
Case 036-15: 1001 East 32nd Street – A request for a Special Use Permit (first request) for the operation of a car wash – Ron Barks.

STAFF SUMMARY:
The applicant is requesting a permanent Special Use Permit to construct a car wash at the Northeast Corner of 32nd Street and Indiana Avenue. A Special Use Permit is required for car washes in C-1 zoning designations. The proposed car wash would be similar in nature and construction to In & Out Car Wash and Detail located at 3040 East Seventh Street, which is also owned by Mr. Barks.

This site will also need to go through the Site Plan Review process because it is zoned as a Planned Development.

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

1 This Special Use Permit is issued to Ron Barks for the use of 1001 East 32nd Street as a car wash.
2 The permit shall be permanent.
3 The site be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4 The hours of operation shall be limited to 7 a.m. to 9 p.m., Monday through Saturday, and 9 a.m. to 9 p.m. on Sunday.
5 All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6 Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Eastman and Mr. Dermott excused themselves from the discussion and vote on Case 036-15 since they are business associates with Tim Goosetree, a representative for the applicant. Mr. Smith acted as chairperson and opened the public hearing for Case 036-15.

Mr. Ron Barks and Mr. Tim Goosetree requested the rezoning of the property in this request. Mr. Barks owns In-and-Out Car Wash at Seventh Street and Range Line Road and plans to do something similar on 32nd Street.

Mr. Ramsour asked Mr. Barks how the lot on 32nd Street compares in size to his lot on Seventh Street. He replied his lot on Seventh Street is much smaller. He is trying to eliminate a problem with people coming out on 32nd Street and trying to make a left turn across traffic. An entrance and exit will be provided on Indiana Avenue. Eastbound traffic can turn left at the traffic signal and enter the auto center from Indiana. Westbound traffic will be able to turn right in. They can exit onto 32nd Street by turning right to go west, or they can exit onto Indiana and make a left turn at the intersection to go east.

Mr. Duncan discussed traffic issues with a right storage lane into Mr. Barks' facility on Seventh Street and asked if he foresees the same problem on 32nd Street. Mr. Barks designed the facility so nobody can exit and go left on 32nd Street. He will have about 150 feet before the auto sentries where customers will pay, with three lanes. He anticipates having 25 to 30 cars lined up at the auto sentries, with space for only six cars at the Seventh Street facility.

Shortly before Mr. Barks began constructing his facility on Seventh Street, the Missouri Department of Transportation (MoDOT) acquired 25 feet from the front of his lot through eminent domain and changed his plans for ingress and egress. Another 10 to 12 customers can enter from Indiana Avenue and coming around to the front of the building. He can accommodate 40 cars on the lot being lined up to pay. His Springfield facility only allows about 27 cars with no problems with vehicles being on the street.

PUBLIC COMMENT:
None.

P & Z Case 036-15
Ron Barks
(P & Z Recommended Approval for a permanent Special Use Permit)

RESOLUTION NO. 2015-019

A RESOLUTION granting a Special Use Permit (First Request) to Ron Barks for the operation of a car wash located at 1001 East 32nd Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on October 15, 2015, recommended that a Special Use Permit be granted for the operation of a car wash located at 1001 East 32nd Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 2, 2015, in compliance with said request;

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

That a Special Use Permit be granted to Ron Barks for the operation of a parking lot in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL THAT PART OF MISCELLANEOUS TRACT NUMBERED 16 IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF SAID MISCELLANEOUS TRACT NUMBER 16; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, 115 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID MISCELLANOUS TRACT 16, A DISTANCE OF 347.8 FEET; THENCE WEST 115 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH ALONG SAID WEST LINE OF SAID MISCELLANEOUS TRACT NUMBERED 16, A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF DEEDED TO THE CITY OF JOPLIN FOR STREET, AND ALL OF THAT PART OF MISCELLANEOUS TRACT NUMBERED 16 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID MISCELLANEOUS TRACT NUMBERED 16, 115 EAST OF THE WEST LINE OF SAID MISCELLANEOUS NUMBERED TRACT 16; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID MISCELLANEOUS NUMBERED TRACT 16, A DISTANCE OF 347.8 FEET; THENCE 90° SOUTH 345.6 FEET; THENCE WEST 115 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

1. This Special Use Permit is issued to Ron Barks for the use of 1001 East 32nd Street as a car wash.

2. The permit shall be permanent.

3. The site be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.

4. The hours of operation shall be limited to 7 a.m. to 9 p.m., Monday through Saturday, and 9 a.m. to 9 p.m. on Sunday.

5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

6. Any other conditions set by the City Council of the City of Joplin.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: October 15, 2015
City Council Meeting: November 2, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 036-15 A request for a Special Use Permit (1st Request) for the operation of a car wash.

LOCATION 1001 E 32nd Street

APPLICANT Ron Barks

REQUESTED USE Car wash

CORRIDOR 32nd Street

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1-PD Neighborhood Commercial District, Planned Development	Mercy Clinic	63,000 ft²

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1	C-1	C-1-PD
Land Use	Single family residential	Retail-Commercial	Southwest Missouri Bank	Freeman Foundation

TRANSPORTATION

Streets with access	Classification	Right-of-way width
32nd Street	Arterial	80'
Indiana Avenue	Arterial	60'

Is off street parking provided?

Yes.

Will turning movements of the proposed use create an undue traffic hazard?

No. Mr. Barks is working with city staff to determine appropriate and safe access management.

DISCUSSION

The applicant is requesting a permanent Special Use Permit to construct a car wash at the Northeast Corner of 32nd Street and Indiana Avenue. A Special Use Permit is required for car washes in C-1 zoning designations. The proposed car wash would be similar in nature and construction to In & Out Car Wash and Detail located at 3040 East 7th Street, which is also owned by Mr. Barks.

This site will also need to go through the Site Plan Review process because it is zoned as a Planned Development.

Staff recommends approval of Case 021-15.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Ron Barks for the use of 1001 East 32nd Street as a car wash.
2. The permit shall be permanent.
3. The site be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. The hours of operation shall be limited to 7 a.m. to 9 p.m., Monday through Saturday, and 9 a.m. to 9 p.m. on Sunday.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

Application

Map

Preliminary Site Plan

SPECIAL USE PERMIT APPLICATION

RECEIVED 9-8-15

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.: _____
Filing Fee: $ 350.00
Date Advertised: _____
Date Notices Sent _____
Public Hearing Date: _____

APPLICANT: James R. Barks PHONE: 818-667-8756 45

ADDRESS: 5888 S. Stockton, Springfield, Missouri ZIP: 65804

OWNER: James R. Barks PHONE: 818-667-8745

ADDRESS: 5888 S. Stockton, Springfield, Missouri ZIP: 65804

LOCATION OF PROPERTY: Northeast Corner of 32nd Street and Indiana

LEGAL DESCRIPTION: See ATTACHED

PRESENT ZONING CLASSIFICATION: C-1PD ACREAGE: 1.65 Acres

PRESENT USE OF PROPERTY: Office building

PROPOSED LAND USE ACTIVITY: Express Car Wash with free Vacuums

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ADJACENT ZONING AND LAND USE:

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

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

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

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

If Yes, what ~~length of time~~? _____

SIGNATURE: James R Barks DATE: 9/8/15

BY: JAMES R. BARKS TITLE: OWNER

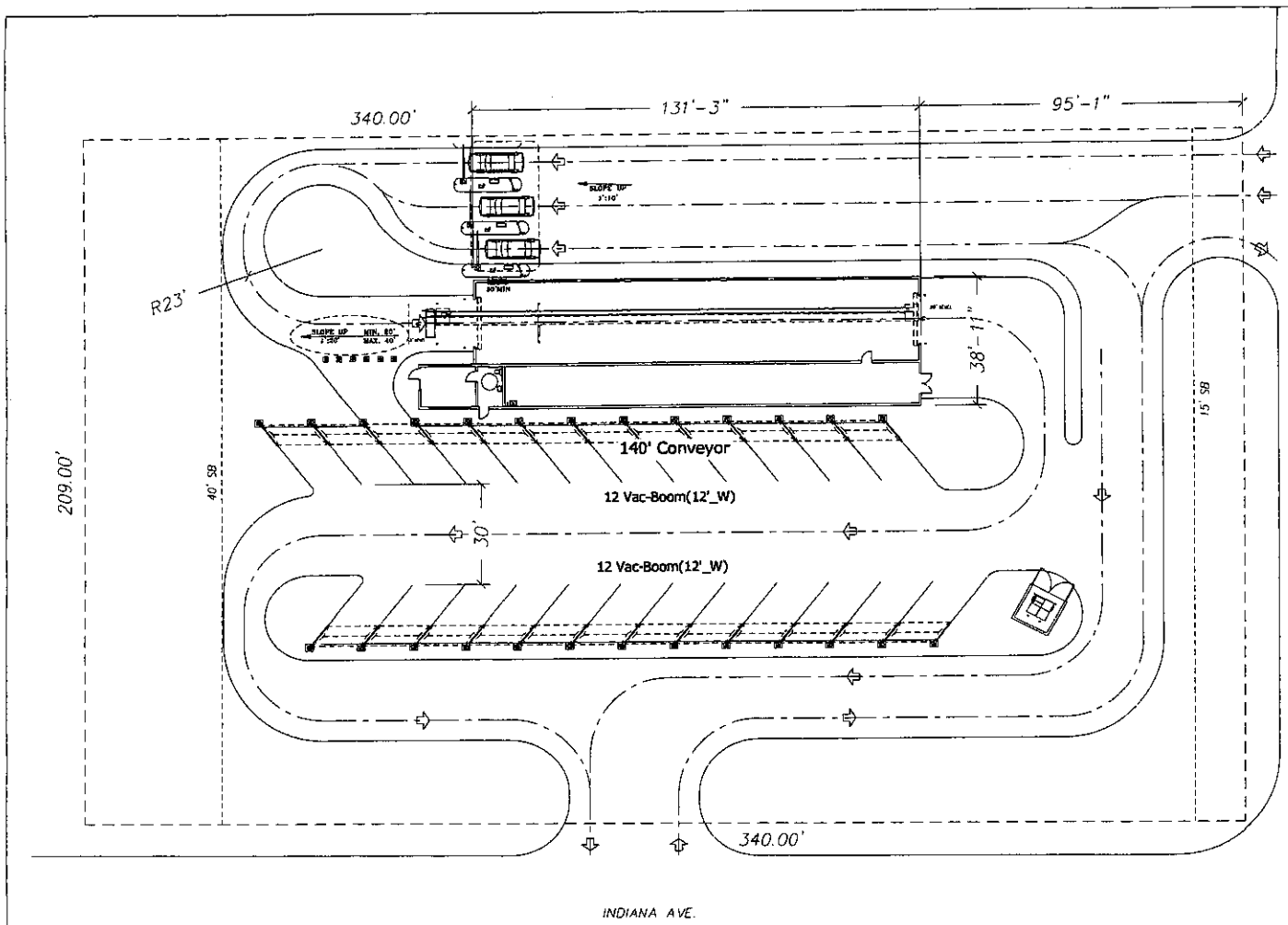
Attachments Required:

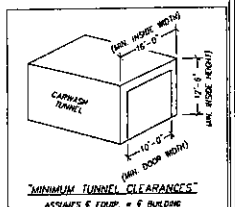
1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect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

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

1. Hours of Operation. 7 am to 9 pm Monday thru Saturday 9am to 9 pm Sunday
2. Days of Operation. 7 days
3. Number of Off-street Parking Spaces. 25 +
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) signs to comply with city code
5. Number of Assistants or employees. 6 +
6. Nature of the Business. Express Car Wash
7. Location of the Business. 1001 32nd Street. Northeast corner of 32nd and Indiana

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





SITE LEGEND

- HANDICAP PARKING
- PROPOSED CURB
- SITE BOUNDARY LINE
- CENTER LINE OF ROAD
- SETBACKS

GENERAL NOTES

1. ALL CENTER LINE OF ROAD CURB RADII TO BE 23' UNLESS OTHERWISE NOTED.
2. ALL VACUUM SPACES ARE 9'-10" UNLESS OTHERWISE NOTED.

PRELIMINARY PLAN NOTE

THIS PLAN HAS BEEN PREPARED WITH THE BEST AVAILABLE INFORMATION PROVIDED BY THE CUSTOMER, WITHOUT THE BENEFIT OF A SURVEY IN SOME CASES. THE ENGINEER HAS NOT CONDUCTED ANY CODE RESEARCH REGARDING, BUT NOT LIMITED TO, PERMITTED USES, SETBACKS, BUFFERS, ACCESS, REQUIRED PARKING, LANDSCAPING, TAX, ISR, STORM WATER MANAGEMENT, UTILITIES, RIGHT OF WAY ACQUISITION OR EASEMENTS TO BENEFIT ACCURATE LAYOUT ORIENTATION AND CONFIGURATION.

DATE:	09.04.15
REVISION DATE:	09.04.15
CREATED BY:	LV
REVISED BY:	JCH
CHECKED BY:	

SONNY'S THE CAR WASH FACTORY

http://www.SonnysDirect.com

SITE LAYOUT

"DRAFT"

© 2015 SONNY'S ENTERPRISES, INC. 5605 Hiatus Road, Tamarac, FL 33321 USA, TEL 800-327-8723

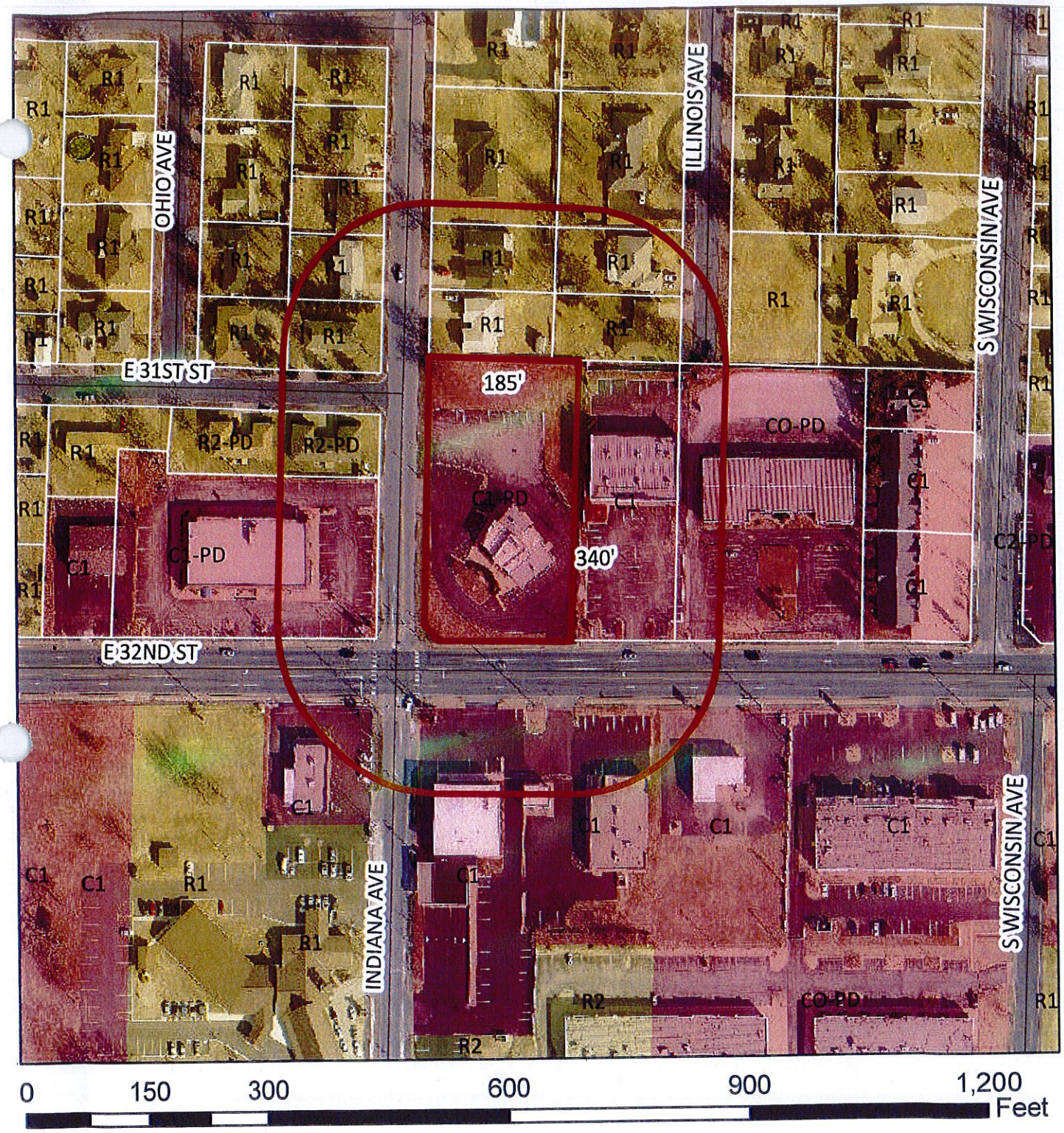
DISCLAIMER
ALTHOUGH BUILDING CODES HAVE BEEN CONSIDERED IN DEVELOPING THIS DRAWING, VERIFICATION OF SITE SPECIFIC CONDITIONS AND COMPLIANCE WITH FEDERAL, STATE AND LOCAL BUILDING CODES IS THE EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER AND/OR ARCHITECT AND ENGINEER. THESE DRAWINGS REFLECT REQUIREMENTS FOR SONNY'S FURNISHED EQUIPMENT ONLY UNLESS OTHERWISE NOTED. PLEASE REFER TO OTHER MANUFACTURERS, IF ANY, FOR THEIR EQUIPMENT REQUIREMENTS.

CONFIDENTIAL WARNING:
THIS SHEET CONTAINS AND CONSTITUTES CONFIDENTIAL INFORMATION, IMAGES AND TRADE SECRETS OF SONNY'S ENTERPRISES INC. ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY OR PORTION THEREOF, IS STRICTLY PROHIBITED. THIS WORK IS THE EXCLUSIVE PROPERTY OF SONNY'S ENTERPRISES INC. ALL RIGHTS RESERVED.

15327-C9- BARKS-JOPLIN

SCALE: N.T.S. LOCATION: MO

Sheet	Rev.
01	-0-



Case 036-15: 1001 E 32nd Street – A request for a Special Use Permit (1st request) for the operation of a carwash – Ron Barks.

N

Case 036-15: 1001 East 32nd Street – A request for a Special Use Permit (first request) for the operation of a car wash – Ron Barks.

Mr. Eastman and Mr. Dermott excused themselves from the discussion and vote on Case 036-15 since they are business associates with Tim Goosetree, a representative for the applicant. They left the dais at this point.

Mr. Smith acted as chairperson and opened the public hearing for Case 036-15.

Mr. Ron Barks, 5888 South Stockton, Springfield, Missouri, and Mr. Tim Goosetree, Keller-Williams Realty, appeared to request the rezoning of the property in this request. Mr. Barks owns In-and-Out Car Wash at Seventh Street and Range Line Road and plans to do something similar on 32nd Street.

Mr. Ramsour asked Mr. Barks how the lot on 32nd Street compares in size to his lot on Seventh Street. He replied his lot on Seventh Street is much smaller. He is trying to eliminate a problem with people coming out on 32nd Street and trying to make a left turn across traffic. An entrance and exit will be provided on Indiana Avenue. Eastbound traffic can turn left at the traffic signal and enter the auto center from Indiana. Westbound traffic will be able to turn right in. They can exit onto 32nd Street by turning right to go west, or they can exit onto Indiana and make a left turn at the intersection to go east.

Mr. Duncan discussed traffic issues with a right storage lane into Mr. Barks' facility on Seventh Street and asked if he foresees the same problem on 32nd Street. Mr. Barks designed the facility so nobody can exit and go left on 32nd Street. He will have about 150 feet before the auto sentries where customers will pay, with three lanes. He anticipates having 25 to 30 cars lined up at the auto sentries, with space for only six cars at the Seventh Street facility.

Shortly before Mr. Barks began constructing his facility on Seventh Street, the Missouri Department of Transportation (MoDOT) acquired 25 feet from the front of his lot through eminent domain and changed his plans for ingress and egress. Another 10 to 12 customers can enter from Indiana Avenue and coming around to the front of the building. He can accommodate 40 cars on the lot being lined up to pay. His Springfield facility only allows about 27 cars with no problems with vehicles being on the street.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 036-15.

MR. BROWN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 036-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO RON BARKS, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DUNCAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; WITH MR. DERMOTT AND MR. EASTMAN ABSTAINING; AND WITH MR. CORTEZ BEING ABSENT (4 IN FAVOR, 2 ABSTENTIONS, AND 1 ABSENT).

Mr. Dermott and Mr. Eastman returned to the dais at this point.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015

Item: COUNCIL BILL NO. 2015-276
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/15/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 037-15: 175 Feet north of the Northwest Corner of 15th Street and Range Line Road – A request for the vacation of an alley easement – Majzoub Family Trust.

STAFF SUMMARY:
This easement is the site for the future Chili's development at the Northwest Corner of 15th Street and Range Line Road. In order to construct the restaurant on this site, Chili's needs to build on top of the location of the existing easement. This is an alley easement that is also used for utility lines within the alley. Currently there is a sanitary sewer line that runs through the easement.

These lots were rezoned C-3-PD and the Chili's site plan was approved by Planning and Zoning on April 13, 2015 and the City Council on May 18, 2015.

Staff recommends approval of Case 037-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Mellinger appeared representing the Majzoub Family Trust to request the vacation of the alley in Case 037-15. Several months ago, they appeared before this commission and the City Council to request zoning of this property for Chili's but did not have consent from all the utility companies to vacate the alley. They have now received consent from all the utilities and are now requesting the alley vacation.

PUBLIC COMMENT:
None.

P & Z Case 037-15
Majzoub Family Trust
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-276 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the remaining portion of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PART OF THE PLATTED TWENTY (20) FOOT WIDE ALLEY LYING SOUTH OF AND ADJOINING LOTS NUMBERED SEVENTY-THREE (73) THROUGH SEVENTY-SEVEN (77), INCLUSIVE AND LYING NORTH OF AND ADJOINING LOTS EIGHTY-EIGHT (88) THROUGH NINETY-TWO (92), INCLUSIVE, ALL IN CAMPBELL'S FIRST ADDITION; AND ALL OF THE NORTH 10.0 FEET OF LOTS EIGHTY-NINE (89) THROUGH NINETY-ONE (91) OF CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That this vacation of the portion of the alley hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: October 15, 2015
City Council Meeting: November 2, 2015

STAFF PLANNING REPORT
Vacation

CASE 037-15 A request for the vacation of an alley easement.

APPLICANT Majzoub Family Trust

REPRESENTATIVE Levi Greer

LOCATION 175' north of the Northwest Corner of 15th Street and Rangeline Road

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	20x280 ft

REASON FOR VACATION

The Majzoub Family Trust would like to vacate this alley easement so that the future Chili's restaurant can construct their facilities on this property without building in an existing easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? Yes – sanitary sewer.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No.

DISCUSSION

This easement is the site for the future Chili's development at the Northwest Corner of 15th Street and Rangeline Road. In order to construct the restaurant on this site, Chili's needs to build on top of the location of the existing easement. This is an alley easement that is also used for utility lines within the alley. Currently there is a sanitary sewer line that runs through the easement.

These lots were rezoned C-3-PD and the Chili's site plan was approved by Planning and Zoning on April 13, 2015 and the City Council on May 18, 2015.

Staff recommends approval of Case 037-15.

ENCLOSURES

Application

Survey

RECEIVED
8-2715

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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.:_____
Filing Fee: $ 350.00
Date Advertised:_____
Date Notices Sent_____
Public Hearing Date:_____

I. Applicant Name: MAJZOUB FAMILY LP Phone: 781-8812

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: PO Box 2602 Joplin MO Zip: 64803

Email: yorktownpeps@gmail.com

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation ✓

Utility vacation_____

Other (Please specify)_____

III. Legal Description of area requested to be vacated: See attachment.

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. The area where the alley is was a drainage culvert and was not visible as an alley.

2. The vacation will not cause the public to suffer a loss or inconvenience. See above.

3. In justice to the applicant(s) the vacation should be granted. We own the property on both sides of the alley. The vacation will allow us to use the property more effectively.

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

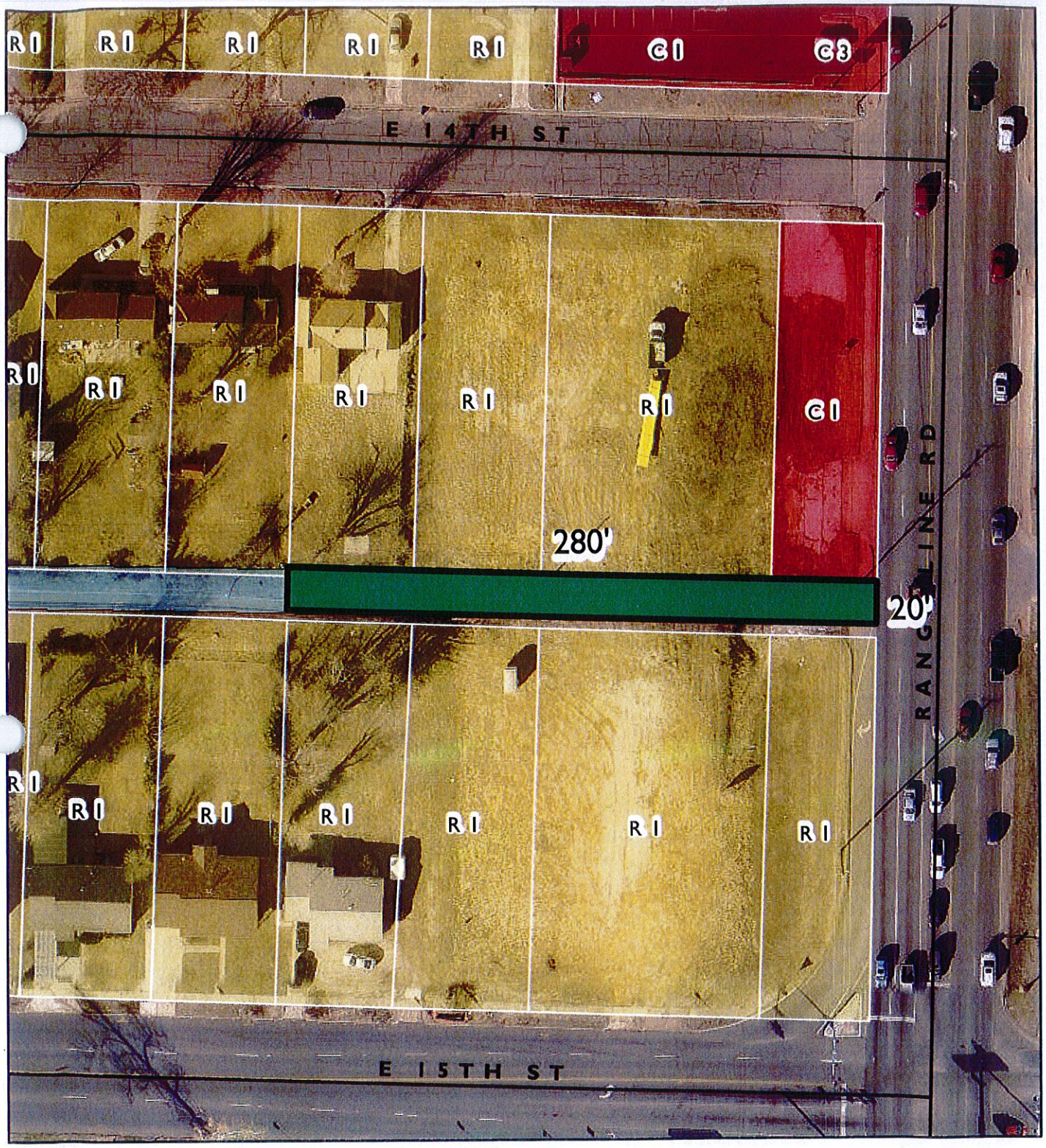
SIGNATURE: _____ DATE: 8-26-15

BY: JEFF MAZOUB

TITLE: MANAGER

Alley area to be vacated

T.G.
MAWC
E-28-15



0 55 110 220 330 440 Feet

Case 037-15: 175' north of the Northwest Corner of 15th Street and Rangeline Road – A request for the vacation of an alley easement – Majzoub Family Trust.

N

Case 037-15: 175 Feet north of the Northwest Corner of 15th Street and Range Line Road – A request for the vacation of an alley easement – Majzoub Family Trust.

Mr. Eastman opened the public hearing for Case 037-15.

Mr. Mike Mellinger, 2615 East 36th Street, Joplin, Missouri, appeared representing the Majzoub Family Trust to request the vacation of the alley in Case 037-15. Several months ago, they appeared before this commission and the City Council to request zoning of this property for Chili's but did not have consent from all the utility companies to vacate the alley. They have now received consent from all the utilities and are now requesting the alley vacation.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 037-15.

MR. SMITH MOVED, SECONDED BY MR. DUNCAN, THAT CASE 037-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015

Item: RESOLUTION NO. 2015-020
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/15/2015

Recommended Action: Planning and Zoning Commission recommended approval for a permanent Special Use Permit by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 038-15: Southwest Corner of 15th Street and Delaware Avenue – A request for a Special Use Permit (first request) for the operation of a publicly owned utilities facility – Missouri American Water.

STAFF SUMMARY:
Missouri American Water Company (MAWC) currently operates and owns an existing booster station at the southwest intersection of 15th Street and Delaware Avenue in the City of Joplin, MO. MAWC currently has funding and plans in place to construct a new booster station facility, on the same parcel, which will provide additional pressure and water quality to the City of Joplin.

The adjacent property to the south and west is currently owned by the City and was the former location of the City of Joplin Fire Department. As shown on the attached exhibit, the City's property abuts the south property line, providing a 30-foot buffer to the residential area to the south of the proposed booster station. The proposed booster station will include a new building structure with sound proofing attenuation to alleviate noise concerns from the proposed booster station. The current property is protected by an eight-foot security fence with barbed wire and a gate that is locked at all times.

This site will require a variance in order to meet the setback requirements. This item will go to the Board of Adjustment on October 16, 2015 at 11 a.m.

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

1. This Special Use Permit is issued to Missouri American Water Corporation for the use of a public utility owned facility (booster station).
2. The permit shall be permanent.
3. The site be screened from residential areas in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. This property will include sound proofing attenuation to alleviate noise concerns from the proposed booster station.
5. This property will not be accessible to the public and will be secured at all times.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jason Schreckenberg appeared representing Missouri American Water Company. They are replacing an existing booster station with a new booster station at 15th Street and Delaware Avenue. The new booster station will be constructed while the existing booster station stays in service. When the new station is operational, the old station will be removed.

Mr. Duncan asked Mr. Schreckenberg about plans for screening. He replied there will be no screening, but an eight-foot security fence exists at this time. Portions of the fence will be replaced during construction, but the fencing will be the same as it is currently, with the opportunity to add a maintenance gate. The facility will have a walk-up gate and access for a vehicle.

Ms. Cunningham stated there is 30 feet between the southern edge of Missouri American Water's property line and the property line for the next residential home.

Mr. Ramsour asked if this operation currently has a Special Use Permit, and Ms. Cunningham was unaware of one. She did not believe this is a renewal. She thought the booster station was constructed before the current zoning code was adopted. Although there won't be screening, there will be sound attenuation blocking any noise from the residents.

Mr. Ramsour asked why a Special Use Permit is being required now if it wasn't in place before. Mr. Schreckenberg replied since it is a new station, he wants to follow the City of Joplin's permitting rules.

Mr. Eastman asked if the City-owned property to the west will be declared excess property. Ms. Cunningham doesn't believe it is excess at this time but will see if there are any specific plans.

PUBLIC COMMENT:
None.

P & Z Case 038-15
Missouri American Water Company
(P & Z Recommended Approval for a permanent Special Use Permit)

RESOLUTION NO. 2015-020

A RESOLUTION granting a Special Use Permit (First Request) to Missouri American Water Company for the operation of a publicly owned utilities facility located at the southwest corner of 15th Street and Delaware Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on October 15, 2015, recommended that a Special Use Permit be granted for the operation of a publicly owned utilities facility located at the southwest corner of 15th Street and Delaware Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 2, 2015, in compliance with said request;

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

That a Special Use Permit be granted to Missouri American Water Company for the operation of a parking lot in the City of Joplin, Missouri, on the following described real estate, to-wit:

ALL OF THAT PART OF THE EAST FORTY (40) FEET AND THE NORTH ONE HUNDRED (100) FEET OF LOT 96 OF BANKER'S LOT THIRD ADDITION.

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

1. This Special Use Permit is issued to Missouri American Water Company for the use of a public utility owned facility (booster station).

2. The permit shall be permanent.

3. The site be screened from residential areas in compliance with the City of Joplin Zoning Code's landscaping requirements.

4. This property will include sound proofing attenuation to alleviate noise concerns from the proposed booster station.

5. This property will not be accessible to the public and will be secured at all times.

6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

7. Any other conditions set by the City Council of the City of Joplin.

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

The Municipal Planner is hereby authorized and directed to issue said permit to Missouri American Water Company in accordance with the plans and specifications on file in the Office of the Building Official.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: October 15, 2015
City Council Meeting: November 2, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 038-15

A request for a Special Use Permit (1st Request) for the operation of a publicly owned utilities facility.

LOCATION Southwest Corner of 15th Street and Delaware Avenue

APPLICANT Missouri American Water Company

REQUESTED USE Public utility owned facilities; booster station

CORRIDOR N/A

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1; Single-Family Residential	Booster Station	3,800 ft²

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
15th Street	Arterial	80'
Delaware Avenue	Secondary	60'

Is off street parking provided?

No.

Will turning movements of the proposed use create an undue traffic hazard?

No.

DISCUSSION

Missouri American Water Company (MAWC) currently operates and owns an existing Booster Station at the southwest intersection of 15th Street and Delaware Avenue in the City of Joplin, MO. MAWC currently has funding and plans in place to construct a new booster station facility, on the same parcel, which will provide additional pressure and water quality to the City of Joplin.

The adjacent property to the south and west is currently owned by the City and was the former location of the City of Joplin Fire Department. As shown on the attached exhibit, the City's property abuts the south property line, providing a 30-foot buffer to the residential area to the south of the proposed booster station. The proposed booster station will include a new building structure with sound proofing attenuation to alleviate noise concerns from the proposed booster station. The current property is protected by an eight-foot security fence with barbed wire and a gate that is locked at all times.

This site will require a variance in order to meet the setback requirements. This item will go to the Board of Adjustments on October 16, 2015 at 11 a.m.

Staff recommends approval of Case 038-15.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Missouri American Water Company for the use of a public utility owned facility (booster station).
2. The permit shall be permanent.
3. The site be screened from residential areas in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. This property will include sound proofing attenuation to alleviate noise concerns from the proposed booster station.
5. This property will not be accessible to the public and will be secured at all times.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

Application

Site Plan Alternative #1

Site Plan Alternative #2

RECEIVED
9-30-15

SPECIAL USE PERMIT APPLICATION

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.:
Filing Fee: $ 350.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: DAVID HOLLOWAY PHONE: (618) 345-8918

ADDRESS: 1101 EASTPORT PLAZA DR. COLLINSVILLE, IL 62234 EMAIL: david.holloway@volkert.com

OWNER: MISSOURI AMERICAN WATER COMPANY PHONE: (866) 430-0820

ADDRESS: 727 CRAIG ROAD, ST. LOUIS, MO 63141 EMAIL: Michael.McMillion@amwater.com

LOCATION OF PROPERTY: SW CORNER OF INTERSECTION OF 15TH ST. & DELAWARE AVE.

LEGAL DESCRIPTION: BANKER'S THIRD ADDITION E 40' N 100' LOT 96 -

100' x 40' PORTION OF LOT 96 OF BANKER'S THIRD SUBDIVISION IN JOPLIN, MO

PRESENT ZONING CLASSIFICATION: R-1 ACREAGE: 0.09 Acres

PRESENT USE OF PROPERTY: MISSOURI AMERICAN WATER COMPANY

EXISTING BOOSTER STATION

PROPOSED LAND USE ACTIVITY: MISSOURI AMERICAN WATER COMPANY

PROPOSED BOOSTER STATION

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	15TH STREET ROW	N/A
South	(681) EXEMPT - OLD C.O.J. FD	R-1
East	DELAWARE AVENUE ROW	N/A
West	(681) EXEMPT - OLD C.O.J. FD	R-1

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.	X	
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	X	

3. Is found to be generally compatible with the neighborhood in which it is proposed. X ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. X ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. X ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. X ____

Should this special use be valid only for a specific time period? Yes ___ No X
If Yes, what length of time? _____

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may impact the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Site plans and landscape plans must be submitted for the site before a Special Use Permit can be advertised for public hearing.

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

1. Hours of Operation. 24 HOURS
2. Days of Operation. 7 DAYS A WEEK
3. Number of Off-street Parking Spaces. N/A
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) N/A
5. Number of Assistants or employees. NONE ON-SITE DAILY. WEEKLY MAINTENANCE ONLY
6. Nature of the Business. MISSOURI AMERICAN WATER BOOSTER/PUMP STATION
7. Location of the Business. 1500 DELAWARE AVENUE, JOPLIN, MO 64804

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

SIGNATURE: D. Holloway DATE: 9/24/15

BY: DAVID HOLLOWAY, P.E. (VOLKERT, INC.) TITLE: PROJECT MANAGER

CITY OF JOPLIN – PLANNING AND ZONING COMMISSION

SPECIAL USE PERMIT APPLICATION FOR MISSOURI AMERICAN WATER COMPANY 15TH STREET BOOSTER STATION

9/24/2015

Missouri American Water Company (MAWC) currently operates and owns an existing Booster Station at the southwest corner of the intersection of 15th Street and Delaware Avenue in the City of Joplin, MO. MAWC currently has funding and plans completed to construct a new booster station facility, on the same parcel, which will provide additional pressure and water quality to the City of Joplin.

The existing parcel address is 1500 Delaware Avenue and currently encompasses 100-feet of frontage along Delaware Avenue and 40-feet of frontage along 15th Street. The adjacent property to the south and west is currently owned by the City and was the former location of the City of Joplin Fire Department. As shown on the attached plans, the City's property abuts the south property line, providing a 30-foot buffer to the residential area to the south of the proposed booster station.

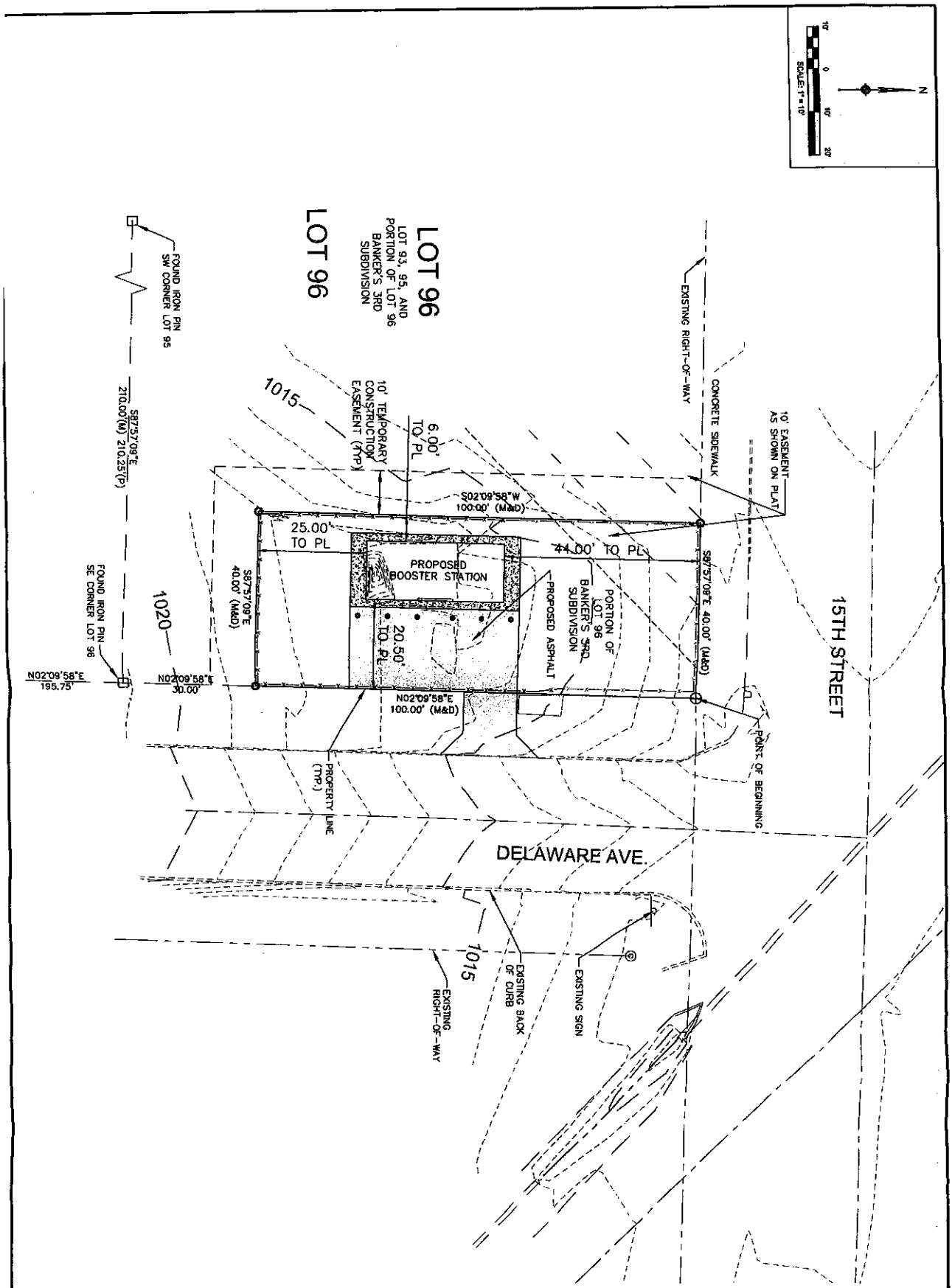
MAWC's proposed site plan arrangement of the new booster station is provided in the attached plans. This location was chosen for the following reasons:

- Future City of Joplin roadway improvements will be evaluating a proposed roundabout at the intersection of 15th Street/Delaware Avenue/Murphy Boulevard. By utilizing the southernmost portion of the existing MAWC parcel, any future revisions or reconstruction of the new booster station, as a result of the City's roadway improvements, may be avoided.
- The site plan arrangement would also significantly minimize the amount of downtime MAWC would need between removal of the existing station and getting the new station up and running. By placing the proposed booster station along the south property line, construction activities can begin on the new station, while keeping the existing station in service during construction.

The proposed booster station will include a new building structure, in compliance with City of Joplin height and area regulations, including sound proofing attenuation to alleviate noise concerns from the proposed booster station. The proposed access and on-site pavement has been included in the drawings as a staging area for future maintenance of the proposed facilities and will not be used for off-street parking. The property is currently protected by an 8-foot security fence with barbed-wire with a gated entry that is locked at all times. A portion of the existing fence will be removed and replaced as a result of construction activities.

The proposed booster station will contain two - 4-inch floor drains that will be connected to an existing storm sewer structure located at the northwest corner of the parcel. No hazardous materials or waste will be conveyed to the City of Joplin's storm sewer system. A 10-foot temporary construction easement along the south and west property lines will be required for construction of the proposed facilities.

MAWC feels that the proposed location of the new booster station, along the south property line, provides both the City and MAWC with a location that will allow proposed construction activities to occur while the existing station is in place; while also providing the City with a location that will remain undisturbed when the future roundabout is constructed. The new booster station will provide the benefit of consistent water pressure and quality to the city and people of Joplin, MO.



ENGL JOB #	
W.O.	
DATE	9/15/2015
DRAWN BY	DRH
CHECKED BY	JGS
APPROVED BY	
MAP GRID	
SHEET	1 OF 1

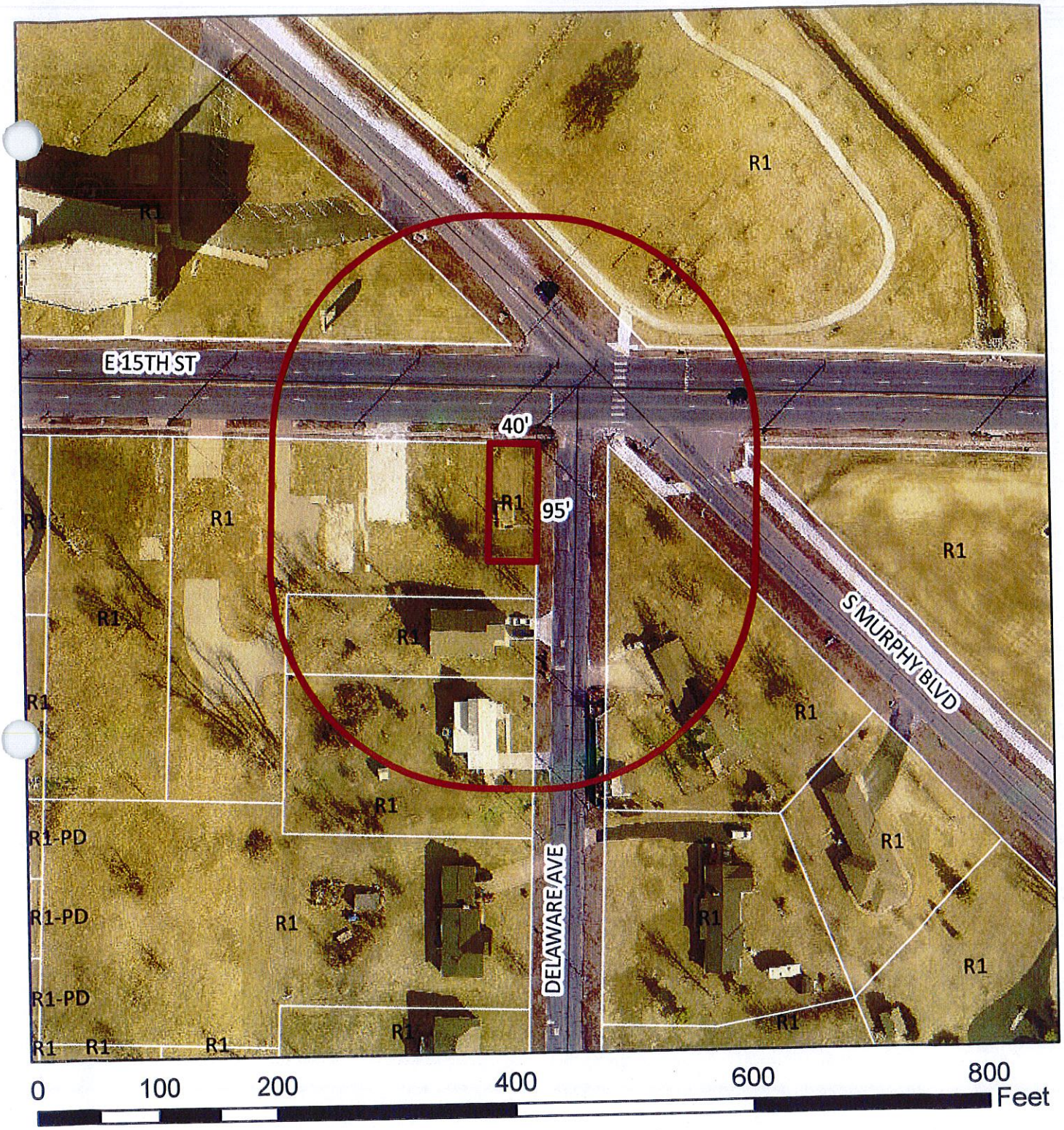
MISSOURI AMERICAN WATER
ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

NO.	DATE	INIT.	REVISIONS

PROJECT: MISSOURI AMERICAN WATER
JOPLIN, MO

TITLE: 15TH STREET BOOSTER STATION
SITE PLAN - ALTERNATIVE #2

Case 038-15



Case 038-15: A request for a Special Use Permit (1st Request) for the operation of a water pump station operated by Missouri American Water - Volkert, Inc.

Case 038-15: Southwest Corner of 15th Street and Delaware Avenue – A request for a Special Use Permit (first request) for the operation of a publicly owned utilities facility – Missouri American Water.

Mr. Eastman opened the public hearing for Case 038-15.

Mr. Jason Schreckenberg, 1101 Eastport Plaza Drive, Collinsville, Illinois, appeared representing Missouri American Water Company. They are replacing an existing booster station with a new booster station at 15th Street and Delaware Avenue. The new booster station will be constructed while the existing booster station stays in service. When the new station is operational, the old station will be removed.

Mr. Duncan asked Mr. Schreckenberg about plans for screening. He replied there will be no screening, but an eight-foot security fence exists at this time. Portions of the fence will be replaced during construction, but the fencing will be the same as it is currently, with the opportunity to add a maintenance gate. The facility will have a walk-up gate and access for a vehicle.

Ms. Cunningham stated there is 30 feet between the southern edge of Missouri American Water's property line and the property line for the next residential home.

Mr. Ramsour asked if this operation currently has a Special Use Permit, and Ms. Cunningham was unaware of one. She did not believe this is a renewal. She thought the booster station was constructed before the current zoning code was adopted. Although there won't be screening, there will be sound attenuation blocking any noise from the residents.

Mr. Ramsour asked why a Special Use Permit is being required now if it wasn't in place before. Mr. Schreckenberg replied since it is a new station, he wants to follow the City of Joplin's permitting rules.

Mr. Eastman asked if the City-owned property to the west will be declared excess property. Ms. Cunningham doesn't believe it is excess at this time but will see if there are any specific plans.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 038-15.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 038-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO MISSOURI AMERICAN WATER COMPANY, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES October 19, 2015

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Michael Seibert.

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Council Member Glaze.

ROLL CALL – Answering Roll Call were: Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley and Mayor Michael Seibert. Council Member Melodee Colbert-Kean was able to cast votes remotely by phone from Japan where she was attending a Conference for National League of Cities. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Proclamation proclaiming November as Pancreatic Cancer Awareness Month. Mayor Seibert recognized Billie and Dave Stockam and proclaimed November 13, 2015 as Pancreatic Cancer Awareness Day and November as Pancreatic Awareness Month. Billie noted this Sunday individuals would be in Springfield for a candle lighting for awareness for Pancreatic Cancer.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Shaw, Second by Mrs. Lewis to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0.

Minutes of the October 5, 2015 Council Meeting

COUNCIL BILL NO. 2015-270 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Seventh Street and Lavender Lane in Jasper County, Missouri. **Ordinance No. 2015-160**

COUNCIL BILL NO. 2015-272 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 1831 New Hampshire Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2015-161**

AMENDED COUNCIL BILL NO. 2015-273 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located at 729 West 32nd Street in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2015-162**

COUNCIL BILL NO. 2015-275 - AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2215 Wisconsin Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2015-163**

COUNCIL BILL NO. 2015-362-AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective. **Ordinance No. 2015-164**

COUNCIL BILL NO. 2015-364-AN ORDINANCE amending Chapter 58, Fire Prevention and Protection, by repealing and enacting a new Section 58-1, Bonfires and outdoor rubbish fires, and by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective. **Ordinance No. 2015-165**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Glaze introduced COUNCIL BILL NO. 2015-157- an ordinance approving the contract with Rosetta Construction L.L.C. in the amount of Five Hundred Fifty Nine Thousand Six Hundred Eighty Eight and no/100 Dollars ($559,688.00) for the Bartlett Addition Interceptor Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Shaw that Council Bill No. 2015-157 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-166**

Mr. Shaw introduced COUNCIL BILL NO. 2015-158 - an ordinance approving an agreement for Allgeier Martin & Associates Inc. for Seven Hundred Eighty Four Thousand and no/100 Dollars ($784,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Recovery Area and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Scearce that Council Bill No. 2015-158 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-167**

Mr. Scearce introduced COUNCIL BILL NO. 2015-528 - an ordinance providing for the Budget of the City of Joplin for the period from November 1, 2015 to October 31, 2016, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause. Motion by Mr. Scearce, Second by Mr. Glaze that Council Bill No. 2015-528 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze,

Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-168**

Mr. Stanley introduced COUNCIL BILL NO. 2015-529 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Glaze that Council Bill No. 2015-529 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-169**

Mr. Stanley introduced COUNCIL BILL NO. 2015-623 -AN ORDINANCE authorization to accept an Agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Rehabilitation of the GA Ramp at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-623 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-170**

Mrs. Lewis introduced COUNCIL BILL NO. 2015-624 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. Glaze that Council Bill No. 2015-624 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-171**

Mr. Shaw introduced COUNCIL BILL NO. 2015-625 -an ordinance authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for a GA Apron Rehabilitation at the Joplin Regional Airport and containing an emergency clause. Motion by Mr. Shaw, Second by Mrs. Lewis that Council Bill No. 2015-625 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-172**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

Mr. Scearce introduced COUNCIL BILL NO. 2015-274 - amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 1136 West 26th Street in the City of Joplin, Jasper County, Missouri. Motion by Mr. Scearce, Second by Mr. Shaw that Council Bill No. 2015-274 be passed on Second Reading Advanced to Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 7. Nays: 1, Glaze,. Absent: 0. **Ordinance No. 2015- 173**

NEW BUSINESS:
Council heard presentations from the following council applicants.

1. Harvey Hutchinson
2. Howie Nunnelly
3. Kyle Prisock
4. James Maynard (did not show)
5. Rylee Hartwell
6. Keenan Cortez
7. Dan McCreary
8. William Tylle

Mayor Seibert thanked the applicants for their time. Nominations were taken from the Council.

Mr. Glaze nominated Dan McCreary; Mr. Scearce nominated Harvey Hutchinson; Dr Rosenberg nominated Keenan Cortez and Rylee Hartwell; Mrs. Lewis nominated Howie Nunnelly.

City Clerk distributed ballots to the Council and explained the ballot voting to the Council. According to the Rules of the City Council and the Joplin Code of Ordinances, each council member will write a candidate's name on the ballot and then the council member must sign the ballot. I will pick them up and the City Attorney and I will verify the count.

TABULATION OF VOTES: Dr. Rosenberg voted for Keenan Cortez; Mr. Shaw voted for Dan McCreary; Mayor Seibert voted for Dan McCreary; Mr. Glaze voted for Dan McCreary; Mrs. Lewis voted for Howie Nunnelly; Mr. Scearce voted for Harvey Hutchinson; Mr. Stanley voted for Keenan Cortez; Ms. Colbert-Kean voted for Keenan Cortez.

Dan McCreary and Keenan Cortez receiving three (3) votes each and will remain and another vote will be taken utilizing the electronic tote board.

Green-yes light will be for Dan McCreary – Red-no light will be for Keenan Cortez -please vote.

Voting for Dan McCreary were Council Members: Glaze, Lewis, Scearce, Seibert and Shaw, 5.
Voting for Keenan Cortez were Council Members: Colbert-Kean, Rosenberg, Stanley, 3.

Dan McCreary was elected by Council to fill the vacant seat until April 11, 2016. City Clerk swore in Mr. McCreary as General Council Member to the Joplin City Council.

There being no further business the meeting adjourned at 7:30p.m.

Submitted,
Barbara L Hogelin
Barbara L. Hogelin, MMC/MPCC, City Clerk

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: RESOLUTION NO. 2015-021
ORIGINATING DEPARTMENT: CITY CLERK
ATTACHMENTS: 1) Copy of Resolution

DEPARTMENT HEAD: Barbara Hogelin

INTRODUCTION:
This Resolution recognizes James Gilchrist upon his retirement from active service as the Transit Driver II within the City Public Works / Public Transit Division.

DISCUSSION:
James Gilchrist will retire from active service with City Public Works/ Public Transit Division on Friday, November 6, 2016. James served residents of Joplin in an outstanding manner during his seven years of service. Upon his departure, the people of Joplin wish to extend recognition and appreciation to James Gilchrist for his many contributions through the years.

RECOMMENDATION:
City Staff recommends Adoption of this Resolution

RESOLUTION NO. 2015-021

A RESOLUTION recognizing James Gilchrist upon his retirement from active service as the Transit Driver II within the City Public Works / Public Transit Division.

WHEREAS, on Friday, November 06, 2015, James Gilchrist will retire from active service with City Public Works/ Public Transit Division and

WHEREAS, James Gilchrist served residents of Joplin in an outstanding manner during Seven Years of service over his career, and

WHEREAS, upon his departure, the people of Joplin wish to extend recognition and appreciation to James Gilchrist for his many contributions through the years.

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

Section 1. The City of Joplin does hereby recognize and extend appreciation to James Gilchrist for service of Seven Years to the City of Joplin in the Public Transit Division and residents of this great city.

Section 2. That the people of Joplin, Missouri do hereby extend best wishes to James for many enjoyable and successful years.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of November, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

ATTACHEMENT A

AMENDMENT #11 – November 2, 2015

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 second round of funding (approximately $113 Million). A submission of this amendment has been made to the U.S. Department of Housing and Urban Development (HUD).

PUBLIC INFRASTRUCTURE IMPROVEMENTS

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$11,691,335 (current request **$3,528,935**)
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure Improvements
Start/End Dates:	December 2015 – December 2017
Performance Outcomes:	Right of way acquisition and surveying activities associated with twenty-five (25) infrastructure projects in the LMI and Non-LMI zones of the tornado impact area.

Funding Allocation Summary

$11,691,335	Total to-date
$3,528,935	**Amendment 11**
($1,700,000.00)	Amendment 6
($1,000,000.00)	Amendment 5
$1,000,000.00	Amendment 4
$6,500,000.00	Amendment 3
$3,362,440.00	Amendment 2 (Initial Allocation)

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements as well as the rehabilitation of two major arterials, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. These projects include $48.4 million of surface element repairs (streets, curb and gutter, sidewalk/ADA ramps) and $10.4 million of storm water improvements. Over 60% 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 stormwater 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.

With initial funding sources available in FY2013 and the associated reconstruction program, approximately 25% of City streets can be surface treated. Now, because the CDBG-DR area is being removed for 2013 and moved to FY 2014 and combined with our annual maintenance money, this will add approximately an additional 10% of roadway to total 35%. These are all streets that will require more work than just an overlay.

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 stormwater drainage.

<u>Storm Water System</u>

Basis for Allocation
Storm-water improvements will support the engineering design activities necessary to reconstruct these major infrastructure utilities within the disaster-affected area.

The tornado and ensuing heavy equipment activity 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. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

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.

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 stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater 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*.

Land Acquisition / Right of Way / Easement

Basis for Allocation
The May 2011 tornado destroyed most of the City's existing infrastructure. As the City of Joplin is redeveloping the damaged areas, there are some related easements and right-of-way acquisitions that will also be needed for the various infrastructure projects the City is undertaking as a part of their recovery efforts.

Long-term Recovery from Specific Disaster
Acquiring needed easements and right-of-way supports the City's goal to "build back better" and increases the chances for local businesses to locate successfully in the neighborhood. This project will promote complete streets by allowing for adequate sidewalk widths, ADA complaint facilities and aid in promoting multi-modal pedestrian activities and linkages through the City. By continuing to advance the 'build it back better' goal, the City will continue to support the sense of community which has developed after the disaster.

Overall Project

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (e) 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.

EARLY CHILDHOOD CENTER

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$5,000,000*
Geographic Area:	Old Mercy Medical Complex Site (Tract #3)
Applicant Eligibility:	LMI – Limited Clientele
Start/End Dates:	January 2016 – January 2018
Performance Outcomes:	Provide high quality child-care and pre-school educational services to accommodate working parents and serve LMI clientele.

*Funds were moved out of this Activity in Amendment #7 to the Initial Action Plan because the project would not meet the 2 year time frame. The project is now ready to proceed, so the original amount has been reinstated.

Basis for Allocation
For many years, the City of Joplin's demand for high-quality child care and preschool educational services has exceeded the supply. This situation has become exponentially worse since the 2011 tornado. The Joplin community has reported a loss of 11 licensed child care providers since the 2011 tornado, this has resulted in a reduction of over 300 available spaces for children ages three through five.

With a growing number of children requiring early childhood services, the Joplin community has seen an increase in the number of children having to be placed on a waiting list. Reports show as of October 8, 2015, 139 kids have been placed on a waiting list. Of the 139 kids, 60% are considered "at-risk" in at least one area based upon the DIAL-4 screening. The DIAL-4 screening assessment, is administered individually and designed to identify children who may require further assistance to excel academically. The proposed facility is designed to provide services for children with disabilities as well as students who are considered at risk for academic failure

The Joplin community faces many challenges that negatively impact young children's readiness for school and future success. These challenges include the percentage of children living in poverty, rates of child abuse, domestic violence, drug and alcohol use, out-of-home placements,

single mothers without high school educations, and the number of families that work at low paying, shift jobs. Although a challenge, it is imperative that the community find ways to provide safe and productive early learning environments in order to confront the devastating effects of these conditions impacting the community.

The proposed facility will directly meet the needs of the City of Joplin's LMI population. In an attempt to establish a baseline for LMI qualifications, data was collected during student enrollment in July 2015. Of the nearly 90% participation rate, 67.7% were found to come from low income households, while 49.2% were found to come from very low income households

The Joplin Schools District sees this as an important component in rebuilding the City of Joplin in a comprehensive and sustainable manner. Accessible, affordable, quality child care supports the ability of parents to participate in the workforce and balance their family needs.

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 Area Benefit.

Long-term Recovery from Specific Disaster
This activity will include the construction of an Early Childhood Center, a learning library and a commercial playground that will be handicap accessible and age appropriate at all levels. The Center will provide a safe and secure childcare environment for the families that live and work in Joplin as they rebuild their lives post tornado. The proposed location of the Early Childhood Center, constructed on the site of the old Mercy Medical Center, will be located adjacent to the newly constructed Irving Elementary School, the recently reconstructed Cunningham Park, as well as the proposed City of Joplin public park; thereby making this area a focal point highlighting the City's recovery efforts.

PROGRAM ADMINISTRATION & PLANNING

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	~~$3,465,756.50~~ $4,465,756.50
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.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY – ROUND II

PARTIAL ACTION PLAN #6 FOR
THE CITY OF JOPLIN
(AMENDMENT 11 TO THE INITIAL ACTION PLAN)

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development
Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY 1
II. INTRODUCTION 2
III. IMPACTED AREA 3
IV. UNMET NEEDS 5
V. PLANNING EFFORTS 10
VI. PROGRAMATIC PROCEDURES 13
VII. BUDGET ALLOCATION CHART 16
VIII. PROGRAM DESCRIPTIONS 17
PUBLIC INFRASTRUCTURE IMPROVEMENTS 17
EARLY CHILDHOOD CENTER 21
COMMUNITY CLINIC OF JOPLIN 22
ADVANCED TRAINING & TECHNOLOGY CENTER (PHASE I) 24
CROSSLINES COMMUNITY FACILITY 26
MERCY PUBLIC PARK 29
JUVENILE DETENTION CENTER 33
OZARK MENTAL HEALTH SERVICES 35
PROGRAM ADMINISTRATION & PLANNING 39
IX. PERFORMANCE SCHEDULES 40
X. PUBLIC COMMENT 45
XI. ACCESIBILITY OF PLAN 49
XII. CERTIFICATIONS AND SF-424 49
XIII. APPENDICIES 49

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 $113.2 million of federal funding under the Disaster Relief Appropriations Act of 2013 (the "Act") (Public Law 113-2). The Act provided $16 billion in CDBG-DR funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted areas resulting from Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. The City of Joplin's grant number for Round II funding is B-13-MS-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 March 5, 2013, in the Federal Register at Vol. 78, No. 43, Page 14329 entitled: "Allocations, Common Page Application, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy" (FR–5696–N–01); April 19, 2013 in the Federal Register at Vol. 78, No. 76, page 23578 entitled: "Clarifying Guidance, Waivers and Alternative Requirements for Hurricane Sandy Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds" (FR–5710–N–01); and December 16, 2013 in the Federal Register at Vol. 78, No. 241 page 76154 "Allocations, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery Funds in Response to Disasters Occurring in 2013" (FR-5696-N-07).

The Federal Register Notice imposes strict expenditure and compliance deadlines on the City. The funds awarded are to remain available until September 30, 2017. The City of Joplin is using a staggered approach to request funds to support its tornado relief and restoration programs and activities to ensure compliance with HUD deadlines.

As of Amendment #11 (Partial Action Plan #6), the total amount of funding requested is $52,053,360.50

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.

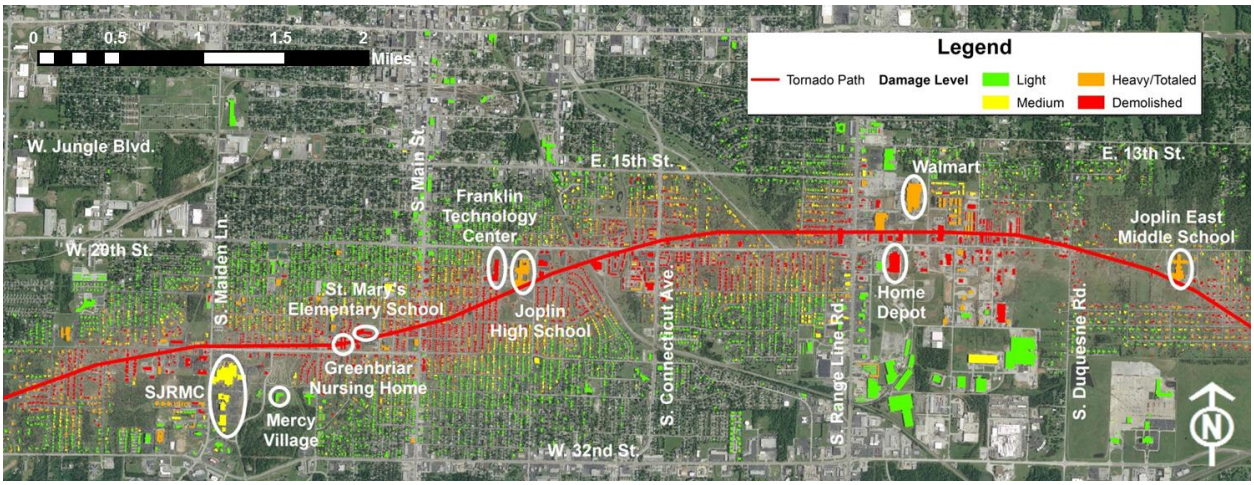
The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59, 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

The majority of the property in Joplin that was affected by the May 20, 2011 tornado was residential property that contained 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 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.

As an update to the City's first Housing Impact Assessment, the City commissioned an updated Housing Study by Novogradac as well as using internal methods to estimate population loss. Internally, the City collected data from the following sources:

1) City's Building Permit Data
2) Aerial Photography
3) School Enrollment Data
4) Utility Service Data (Empire District Electric & Missouri American Water)

Based on these data sources, the City estimates that the potential number of households lost post-tornado is between 1,400 and 1,800. The City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

A portion of the City's Round I of CDBG-DR funding was allocated to infrastructure based on the immediate assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado. Since that time, additional assessments have been conducted to update the unmet infrastructure needs as demonstrated below:

Sanitary Sewers

The tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area. All Expedited Debris Removal ("EDR") area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Those rankings and percentages were extrapolated across the entire tornado area. Approximately 412,000 linear feet of Sanitary Sewer work were estimated to be damaged.

Storm Sewers

As a result of the tornado, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas. The existing storm water system was surveyed and estimated replacements of undersized, damaged, or otherwise inadequate lines and inlets were evaluated. An estimated 334 storm inlets were damaged and needed to be replaced.

Roadways

Many roadways were severely damaged from the tornado. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic effects to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The streets were analyzed by several local engineering consultants and categorized on a 1-5 scale, with a 5 being the most heavily damaged. To repair the streets, an estimated 329,190 linear feet of repairs would need to be performed.

Curbs & Gutters

The tornado area was surveyed to determine the extent of damage to curbs and gutter due to the storm and debris removal. Roughly 182,000 linear feet of curb and gutter were found to be damaged.

Sidewalks

City aerials were analyzed to help determine which streets in the tornado area had existing sidewalks on both sides, one side, or neither. 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. Approximately 119,160 linear feet in the tornado area were found to be severely damaged and needing immediate replacement.

ADA Ramps

In addition, almost every ADA ramp surveyed is not in compliance, and most intersections do not have ramps at all. An estimated 554 ADA ramps need to be replaced, repaired, or added.

ECONOMIC IMPACT AND UNMET NEEDS

The 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. This number is lower than the previously reported 90 percent in the City's Round I of CDBG-DR funding.

Recovery from a major natural disaster can take years or even decades, and requires the aid of enhanced public services provided by the local government. The community continues to have an ongoing need for economic development to stimulate the economy. 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 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.

PUBLIC SERVICES IMPACT AND UNMET NEEDS

After the tornado, the lives of many families across the city were changed forever. 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. Returning to everyday life requires more extensive support and expertise than what was available in the City of Joplin prior to the disaster. Research results indicate that long term (multi-year) community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event. Based on experience of previous disaster survivors and experts, the City anticipates that one-half to one-third of its disaster-affected population would experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. Adolescents who experienced the tornado and its aftermath are also in need of counseling and services to mitigate anxiety, enhance coping skills, and develop problem solving skills.

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 November 2, 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, Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public and working with other public entities, and has even started the process for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, 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.

The City's Plan does not include the construction or rehabilitation of residential buildings and the City does not anticipate adding these activities in the future. According to the current Needs Assessment, this has been addressed in the City's previous award. Because disaster recovery is an every-changing process, however, the City will ensure to include criteria and requirements for Green Building Standards and HUD's Office of Community Planning & Development (CPD) Green Building Retrofit Checklist in any future residential activity according to the applicable CPD notices.

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. Program Income is not expected from any of the activities listed in this plan.

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 subrecipients 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 subrecipient monitoring in accordance with program requirements. As part of this compliance and monitoring, subrecipients will be contacted

according to the terms of their subrecipient 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 subrecipient.
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 subrecipient 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 subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient 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). Subrecipients who have received $500,000 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 majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants is encouraged to attend trainings that will increase the efficiency with which projects are completed.

The City has reserved funding in the Administration funds for local costs. These funds have been used to create additional CDBG Manager positions to increase the local capacity and it is possible that this funding could be used to add staff if determined necessary in the future.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

SUBSTANTIAL AMMENDMENT

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. Finalized minor amendments will be posted on the City's website.

VII. BUDGET ALLOCATION CHART

Projects	Initial Action Plan #1	Amendment #1 (Partial Plan #2)	Amendment #2 (Partial Plan #2)	Amendment #3 (Partial Action Plan #2)	Amendment #4 (Partial Action Plan #3)	Amendment #5 (Partial Action Plan #2)	Amendment #6 (Partial Action Plan #2)	Amendment #7 (Partial Action Plan #3)	Amendment #8 (Partial Action Plan #4)	Amendment #9 (Partial Action Plan #5)	Amendment #10 (Partial Action Plan #3)	Amendment #11 (Partial Action Plan #6)	Total Funded to Date
Obligation Date	1/16/2016	1/16/2016	12/4/2016	12/4/2016	12/4/2016	12/4/2016	12/4/2016	12/4/2016	**TBD**	**TBD**	**TBD**	**TBD**	
Infrastructure Activities													
Sidewalk Reconstruction/Construction (Design Only)	$588,000.00	$-	~~$588,000.00~~ $-	$-	$-	$-	$-	$-	$-	$-	$-	$-	
Sanitary Sewer (Design & Construction)	$4,500,000.00	~~$4,500,000.00~~ $4,501,333.00	$-	$2,000,000.00	$2,500,000.00	$1,000,000.00	$-	$1,100,000.00	$9,407,539.00	$-	$-	$-	$20,508,872.00
Storm Sewer (Design Only)	$2,381,400.00	$-	~~$2,381,400.00~~ $-	$-	$-	$-	$-	$-	$-	$-	$-	$-	
Curb & Gutter (Design Only)	$393,000.00	$-	~~$393,000.00~~ $-	$-	$-	$-	$-	$-	$-	$-	$-	$-	
Public Infrastructure Improvements	$-	$-	$3,362,400.00	$6,500,000.00	$1,000,000.00	~~$10,862,400.00~~ $9,862,400.00	~~$9,862,400.00~~ $8,162,400.00	$-	$-	$-	$-	$3,528,935.00	$11,691,335.00
Mercy Public Park	$-	$-	$-	$3,200,000.00	$-	$-	~~$3,200,000.00~~ $4,900,000.00	$-	$-	$-	$-	$-	$4,900,000.00
Crosslines Community Facility	$-	$-	$-	$-	$555,000.00	$-	$-	$-	$-	$-	$-	$-	$555,000.00
Early Childhood Center	$-	$-	$-	$-	$5,000,000.00	$-	$-	~~$5,000,000.00~~ $-	$-	$-	$-	$5,000,000.00	$5,000,000.00
Advanced Training & Technology Center	$-	$-	$-	$-	$-	$-	$-	$3,900,000.00	$-	$-	$-	$-	$3,900,000.00
Community Clinic of Joplin	$-	$-	$-	$-	$-	$-	$-	$-	$-	$241,000.00	$-	$-	$241,000.00
Sub Total	**$7,862,400.00**	**$1,333.00**	**$-**	**$11,700,000.00**	**$9,055,000.00**	**$-**	**$-**	**$-**	**$9,407,539.00**	**$241,000.00**	**$-**	**$8,528,935.00**	**$46,796,207.00**
Economic Development													
	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	
Sub Total	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	
Housing Activities													
	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	
Sub Total	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	
Public Service Activities													
Mental Health Needs	$332,730.00	$-	$331,397.00	$-	$-	$-	$-	$-	$-	$-	$-	$-	$331,397.00
Juvenile Detention Center	$-	$-	$-	$-	$-	$-	$-	$-	$-	$350,000.00	$-	$-	$350,000.00
Ozark Mental Health	$-	$-	$-	$-	$-	$-	$-	$-	$-	$110,000.00	$-	$-	$110,000.00
Sub Total	**$332,730.00**	**$-**	**($1,333.00)**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$460,000.00**	**$-**	**$-**	**$791,397.00**
Program Administration Activities													
City of Joplin Administrative Costs	$101,951.30	$-	$-	$255,000.00	$249,000.00	$-	$-	$-	$-	$-	~~$249,000.00~~ $49,000.00	$100,000.00	$505,951.30
Consultant Administrative Costs	$327,805.20	$-	$-	$255,000.00	$249,000.00	$-	$-	$-	$-	$-	$-	$400,000.00	$1,231,805.20
Planning Costs	$-	$-	$-	$1,530,000.00	$498,000.00	$-	$-	$-	$-	$-	~~$498,000.00~~ $698,000.00	$500,000.00	$2,728,000.00
Sub Total	**$429,756.50**	**$-**	**$-**	**$2,040,000.00**	**$996,000.00**	**$-**	**$-**	**$-**	**$-**	**$-**	**$-**	**$1,000,000.00**	**$4,465,756.50**
Total Budgeted (of $113,276,000.00)	**$8,624,886.50**	**$1,333.00**	**($1,333.00)**	**$13,740,000.00**	**$10,051,000.00**	**$-**	**$-**	**$-**	**$9,407,539.00**	**$701,000.00**	**$-**	**$9,528,935.00**	**$52,053,360.50**

VIII. PROGRAM DESCRIPTIONS

INFRASTRUCTURE

PUBLIC INFRASTRUCTURE IMPROVEMENTS

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$11,691,334.60 (current request **$3,528,935.00**)
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure Improvements
Start/End Dates:	December 2015 – December 2017
Performance Outcomes:	Right of way acquisition and surveying activities associated with twenty-five (25) infrastructure projects in the LMI and Non-LMI zones of the tornado impact area.

Funding Allocation Summary

$11,691,335.00	Total to-date
$3,528,935.00	**Amendment 11**
($1,700,000.00)	Amendment 6
($1,000,000.00)	Amendment 5
$1,000,000.00	Amendment 4
$6,500,000.00	Amendment 3
$3,362,440.00	Amendment 2 (Initial Allocation)

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements as well as the rehabilitation of two major arterials, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. These projects include $48.4 million of surface element repairs (streets, curb and gutter, sidewalk/ADA ramps) and $10.4 million of storm water improvements. Over 60% 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 microsurfacing 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 stormwater 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.

With initial funding sources available in FY2013 and the associated reconstruction program, approximately 25% of City streets can be surface treated. Now, because the CDBG-DR area is being removed for 2013 and moved to FY 2014 and combined with our annual maintenance money, this will add approximately an additional 10% of roadway to total 35%. These are all streets that will require more work than just an overlay.

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 stormwater drainage.

<u>Storm Water System</u>

Basis for Allocation
Storm-water improvements will support the engineering design activities necessary to reconstruct these major infrastructure utilities within the disaster-affected area.

The tornado and ensuing heavy equipment activity 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. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

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.

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.
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Long-term Recovery from Specific Disaster
Following construction, this project will dramatically improve aesthetics of streets and private property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater 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*.

Land Acquisition / Right of Way / Easement

Basis for Allocation
The May 2011 tornado destroyed most of the City's existing infrastructure. As the City of Joplin is redeveloping the damaged areas, there are some related easements and right-of-way acquisitions that will also be needed for the various infrastructure projects the City is undertaking as a part of their recovery efforts.

Long-term Recovery from Specific Disaster
Acquiring needed easements and right-of-way supports the City's goal to "build back better" and increases the chances for local businesses to locate successfully in the neighborhood. This project will promote complete streets by allowing for adequate sidewalk widths, ADA complaint facilities and aid in promoting multi-modal pedestrian activities and linkages through the City. By continuing to advance the 'build it back better' goal, the City will continue to support the sense of community which has developed after the disaster.

Overall Project

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (e) 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.

EARLY CHILDHOOD CENTER

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$5,000,000*
Geographic Area:	Old Mercy Medical Complex Site (Tract #3)
Applicant Eligibility:	LMI – Limited Clientele
Start/End Dates:	January 2016 – January 2018
Performance Outcomes:	Provide high quality child-care and pre-school educational services to accommodate working parents and serve LMI clientele.

*Funds were moved out of this Activity in Amendment #7 to the Initial Action Plan because the project would not meet the 2 year time frame. The project is now ready to proceed, so the original amount has been reinstated.

Basis for Allocation
For many years, the City of Joplin's demand for high-quality child care and preschool educational services has exceeded the supply. This situation has become exponentially worse since the 2011 tornado. The Joplin community has reported a loss of 11 licensed child care providers since the 2011 tornado, this has resulted in a reduction of over 300 available spaces for children ages three through five.

With a growing number of children requiring early childhood services, the Joplin community has seen an increase in the number of children having to be placed on a waiting list. Reports show as of October 8, 2015, 139 kids have been placed on a waiting list. Of the 139 kids, 60% are considered "at-risk" in at least one area based upon the DIAL-4 screening. The DIAL-4 screening assessment, is administered individually and designed to identify children who may require further assistance to excel academically. The proposed facility is designed to provide services for children with disabilities as well as students who are considered at risk for academic failure

The Joplin community faces many challenges that negatively impact young children's readiness for school and future success. These challenges include the percentage of children living in poverty, rates of child abuse, domestic violence, drug and alcohol use, out-of-home placements, single mothers without high school educations, and the number of families that work at low paying, shift jobs. Although a challenge, it is imperative that the community find ways to

provide safe and productive early learning environments in order to confront the devastating effects of these conditions impacting the community.

The proposed facility will directly meet the needs of the City of Joplin's LMI population. In an attempt to establish a baseline for LMI qualifications, data was collected during student enrollment in July 2015. Of the nearly 90% participation rate, 67.7% were found to come from low income households, while 49.2% were found to come from very low income households

The Joplin Schools District sees this as an important component in rebuilding the City of Joplin in a comprehensive and sustainable manner. Accessible, affordable, quality child care supports the ability of parents to participate in the workforce and balance their family needs.

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 Area Benefit.

Long-term Recovery from Specific Disaster
This activity will include the construction of an Early Childhood Center, a learning library and a commercial playground that will be handicap accessible and age appropriate at all levels. The Center will provide a safe and secure childcare environment for the families that live and work in Joplin as they rebuild their lives post tornado. The proposed location of the Early Childhood Center, constructed on the site of the old Mercy Medical Center, will be located adjacent to the newly constructed Irving Elementary School, the recently reconstructed Cunningham Park, as well as the proposed City of Joplin public park; thereby making this area a focal point highlighting the City's recovery efforts.

COMMUNITY CLINIC OF JOPLIN

Program/Activity Details

Administering Entity:	Community Clinic of Joplin
Budget:	$241,000
Geographic Area:	City of Joplin
Applicant Eligibility:	LMI – Limited Clientele
Start/End Dates:	October 2015 – July 2016
Performance Outcomes:	Repair the physical environment to provide quality health care of those utilizing the Clinic's services.

Basis for Allocation
The Community Clinic of Joplin ("Community Clinic" or "Clinic") opened in 1993 and over the years has provided services to uninsured individuals from birth to 64 years of age. Approximately 73% of patients seen at the Clinic have an annual income falling below 150% of the federal poverty guidelines. More than half of the patients that visit the Clinic are Joplin residents, and label its services as "their primary source of medical care." The main mission of the Clinic is to improve the health of people in the community who do not have access to medical and dental care. The Clinic is currently located downtown at 701 S Joplin Ave, Joplin,

MO 64801, and operates five days a week and provides services such as medical services (adult/pediatric), laboratory services, adult dental services, wellness and prevention education classes, and smoking cessation, diabetic support, weight management.
The Clinic constantly strives to build new relationships with hospitals, physicians, and dentists in the area and has developed several partners through Freeman Health Services, Mercy Hospital, Children's Haven, Economic Security Council, Lafayette House, Red Cross, as well as area shelters/recovery houses. The Clinic has also initiated a partnership with Heart to Heart International to provide an in-house laboratory, allowing all lab work to be done on-site. The Clinic also has a partnership with Missouri Southern State University to provide assistance through their students presently enrolled in the dental program.
The Clinic served as a triage area for health services immediately after the disaster, and due to the higher than normal volume as a result of the event, has deteriorated faster than anticipated. The Clinic also provided first aid to patients, replaced medications, and acted as a respite location for healthcare workers who were working at Memorial Hall. The increase in volume of patients served resulted in damages to the interior paint, flooring, furnishings for the waiting and exam room, as well as the parking lot.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, Health Facilities and will utilize the National Objective of Low-Moderate Income Limited Clientele.

Long-term Recovery from Specific Disaster
The Clinic focuses on providing services that cannot be found elsewhere in the community and does not duplicate services that may be offered by other local not-for-profit agencies. Rehabilitating its current location will help improve the quality of services being provided to LMI individuals and their families.

SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$20,508,872
Geographic Area:	City of Joplin
Applicant Eligibility:	N/A; Public Facilities and Infrastructure Improvements
Start/End Dates:	October 2015 – October 2017
Performance Outcomes:	Design and construction of sewer and manhole structures

Funding Allocation Summary

$20,508,872.00	Total to-date	
$9,407,539.00	Amendment 8	Construction of 2nd/3rd phases
$1,100,000.00	Amendment 7	Design of 2nd/3rd phases
$1,000,000.00	Amendment 5	
$2,500,000.00	Amendment 4	
$2,000,000.00	Amendment 3	Design/construction of 1st phase
$4,501,333.00	Amendment 1	

Basis for Allocation
As with storm sewers, the tornado and ensuing heavy equipment activity caused significant damage to the manhole and sanitary sewers across the tornado recovery area. The City has an annual capital program that repairs and replaces sanitary sewers. The annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per Department of Natural Resources (DNR) bypass elimination plan, and for Infiltration and Inflow (I/I) reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek Wastewater Treatment Plant (WWTP). All tornado recovery area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Staff extrapolated those rankings and percentages across the entire tornado area. Estimates and ranking scale, as well as the sewers in the tornado recovery area, are included as a part of this work.

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 Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive low/moderate area (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 conditions created by the tornado damage.

Long-term Recovery from Specific Disaster
This project will dramatically improve sanitary sewer service as well as reduce I/I. Having an upgraded and modernized system extends the life of our treatment plants, as well as reduces the number of backups into citizens' households after large rain events. The City will have a well mapped system with a ranking to identify future preventative maintenance needs. This upgrade to the system will position the community in better compliance with state regulation as well.

ADVANCED TRAINING & TECHNOLOGY CENTER (PHASE I)

Program/Activity Details

Administering Entity:	Joplin Area Chamber of Commerce Foundation (JACCF)
Budget:	$3,900,000
Geographic Area:	City of Joplin:
Applicant Eligibility:	LMI Limited Clientele
Start/End Dates:	September 2015 – December 2016
Performance Outcomes:	Stimulate economic growth by enhancing resident's skill sets and filling the gaps in the area's workforce by providing better-skilled workers, particularly LMI residents.

Basis for Allocation
Recovery from a major natural disaster can take years or even decades. The community continues to have an ongoing need for economic development projects to stimulate the economy.

A key part of the recovery is employing the unemployed and upgrading the skill sets of the underemployed. The proposed Advanced Training and Technology Center will help fill gaps in the area's workforce, provide better-skilled workers 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. This allocation will provide the means to purchase and renovate a building for the center.

This project will aggressively work with those organizations which are directly in contact with people in the Joplin community who are most at risk because of a lack of education, minimal job skills and/or minimal work experience. The proposed Center is in close proximity (within walking distance) to the greatest identified need within the City of Joplin. Three homeless shelters: the Salvation Army, Joplin Community Clinic, and the Joplin Health Department are all within walking distance from the proposed Center. These stakeholders will be used to identify the basic skills and needs of those most at risk. The Center will work with those citizens recommended by these stakeholders to enhance their basic job skills, allowing them the opportunity for employment in positions that may provide a higher income, better benefits, and more stability. Ending homelessness among military veterans will be a key component of the outreach process. Veterans groups will be included as stakeholders to advance the dialogue and promote the opportunities for training.

The Center will also be a focal point for key existing, new and emerging technology in advanced manufacturing and information systems, and provide training in these industries. It is anticipated students will come from the existing workforce and be trained at the direction of their employers, although some students may take the training on their own to improve their skills and be better positioned for advancement at their current or other employers.

The size and construction of the proposed facility will make it suitable for a wide range of opportunities. The vacant building still offers a wide variety of educational and training "spaces" that can easily be modified to meet the needs as proposed. The program will initially target four sectors:

- Basic Job Training & Education (skills incubation)
- LMI outreach with stakeholders serving that population. LMI training in the following:
    - Basic job soft skills
    - Entry-level manufacturing skills, including welding and maintenance
    - Entry-level culinary and commercial kitchen skills, cleaning, maintenance, safety
    - Basic computer skills
    - Basic customer service skills
- Advanced Manufacturing, Information Technology, Culinary Services & Construction
    - Industrial maintenance, including electronics
    - Welding
    - Machining (emphasis on Programmable Logic Controllers)
    - Advanced manufacturing technology such as 3D printing basics
    - Cooking, food preparation skills, and inventory management
    - Catering services and management
    - Advanced food safety
    - Enhanced computer skills, including graphics, networking
    - Financial management tools
    - Cloud systems

- Technology Based Incubation and Advanced Skills Development
    - Missouri targeted markets: advanced manufacturing, IT, life sciences
    - Investigate life science research associated with proposed new medical school
    - Seek opportunities with new MSSU DNA research lab, specifically food safety testing
    - Utilize services of Newman Innovation Center
    - Provide tenants access to Small Business and Technical Development Center (SBTDC) services and scheduled seminars for ongoing outreach and training to clients
    - Propose partnership with Mercy Research and Development in Springfield to encourage physicians to develop new medical devices in Joplin
    - 3D printing devices for entrepreneurs for rapid prototyping
    - Firms will be encouraged to provide on-going advanced training for employees to improve workforce skills
    - Assist entrepreneurs seeking capital to fund startup or in growth stages
    - Provide conduit to technology research and assistance utilizing existing partnership with 10 Missouri Certified Innovation Centers
    - Provide educational programs and connectivity to MSSU, Missouri Alternative and Renewable Energy Technology (MARET) Center

Crowder College, a partner in the project, aims to enhance the skills of several thousand residents over the next 5 years. The Advanced Training and Technology Center is an investment that not only has an immediate impact, but a continued economic impact throughout Joplin's future. Phase I of the Advanced Training & Technology Center focuses on the acquisition and renovation of the proposed facility, while a future Phase II will focus on the furniture, fixtures, and equipment.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (e) Public Facilities and Improvements, and will utilize the National Objective of Low-Moderate Income, Limited Clientele.

Long-term Recovery from Specific Disaster

The intention of the project is to not only enhance the skills of the underemployed, but also to provide better employees to local employers thus promoting economic development. The program will restore local business and provide a more stable economy for the City of Joplin.

CROSSLINES COMMUNITY FACILITY

Program/Activity Details

Administering Entity:	Crosslines Churches of the Joplin Area, Inc.
Budget:	$555,000
Geographic Area:	320 School Avenue Joplin, MO
Applicant Eligibility:	Low Income applicants for food and other assistance; Public Facilities
Start/End Dates:	January 2015 – January 2017
Performance Outcomes:	Rehabilitation of existing Missouri Casting facility

Basis for Allocation
In support of its ongoing and expanded operations as described in further detail below, CDBG-DR funds for the Crosslines Community Facility will support the rehabilitation of an existing facility (approx. 10,000 sf) identified by the Administering Entity. In addition to general rehabilitation as a previous storage/warehouse facility, the new location will need the following renovations: restrooms, new HVAC, and food storage coolers.

Crosslines Churches of the Joplin Area, Inc. ("Crosslines") was organized in March of 1982 with the mission of "Serving God's People in Need through Church and Community Partnerships". Crosslines started with the support of 10 downtown churches in Joplin that desired to eliminate the duplication of services while providing a centralized location to operate a food pantry and clothing and housewares bank. Crosslines moved into their current building at 131 S. High Ave. in Joplin, in June of 1984. Today, they have 62 supporting churches, over 250 volunteers, and 8 part-time, paid staff members who assist clients.

Crosslines is a community of cross-denominational volunteers whose main mission is to supply emergency food, clothing, hygiene items, baby supplies, and basic household necessities to eligible community residents. Crosslines relies heavily on volunteers to sustain their daily assistance to those in need. These volunteers serve Monday through Friday, unloading, stocking, and distributing food from their pantry, working in the clothing room sorting donated items, and distributing clothing.

Crosslines' purpose is to assist the elderly, disabled, and low income individuals and families and to provide a "hand up" to those who are experiencing difficult financial circumstances. In this, Crosslines also provides funding to assist with rental and utility obligations in crisis situations.

Crosslines is now in their 32nd year of providing services to those in need through donations from its supporting churches, businesses, citizens, community partners, and grants. Crosslines is experienced in organizing and managing its resources, and wishes to continue to contribute its work in supporting the improved health and vitality of the community.

On September 30, 2011, The Salvation Army of Joplin closed their Food Pantry and stopped distributing Government Food Commodities so they could focus on Tornado Case Management, Tornado Relief, and Homeless Services. At that time, they began referring their clients to Crosslines to meet their food needs. Those clients also included those impacted by the tornado. Because of this Food Pantry closing, Crosslines is now the only agency in the Joplin area that distributes Government Food Commodities to low income individuals. Crosslines added 1,278 square feet to their Food Pantry in 2013, yet they are still in need of more permanent space to keep up with the increased demand for their services. Additional capacity is required not only for the storage and distribution of foodstuffs but also for the clients' intake services. Crosslines is a member of the Jasper County COAD (Community Organizations Active in Disaster) and acted as the fiscal agent, 501(c) (3) agency, for the Long Term Recovery Committee for the COAD after the May 2011 disaster.

Crosslines was one of the first organizations to become part of the Charity Tracker network. Charity Tracker is a web-based program that is encrypted and password protected. It tracks all assistance given to families and individuals by the 76 agencies, churches and organizations in the network. Crosslines also works hand-in-hand with the Missouri Department of Social Services, filling in the gap of those who have registered for Food Stamps and not received their card in the mail yet, or who are having some problem with their Food Stamp services. These safeguards are in place to avoid duplication of services.

Listed below is a chart of the increased needs Crosslines has assisted with since the May, 2011 disaster. As evidenced, the community's need for food assistance has increased substantially. The amount of food donated has risen significantly and even with that rise, Crosslines will still continue to spend a considerable amount of money to keep their Food Pantry stocked with healthy food. Crosslines' payroll expense has also risen as they now employ a Pantry Manager to pick up and manage all the donated food. Crosslines has also added a receptionist and Donations Room Manager to help keep up with the increased demand in services. The amount of money Crosslines spends to help with rental and utility assistance also continues to rise.

HISTORICAL ASSISTANCE CHART				
Service	**2010**	**2011**	**2012**	**2013**
Food	7,720	7,881	9,411	10,346
Clothing & Housewares	13,147	11,515	12,242	11,698
Donated pounds of food received	Not tracked	315,069	239,276	419,579
Pounds of food donated to others	Not tracked	58,832	58,308	41,188
Rental and Utility Assistance	$38,392.00	$44,295.00	$45,423.00	$51,236.00
Payroll	$59,741.69	$56,865.62	$72,692.37	$88,005.28

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (e) Public Facilities and Improvements, and will utilize the National Objective of Low-Moderate Income Limited Clientele. Crosslines Churches of the Joplin Area, Inc. will collect income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

Long-term Recovery from Specific Disaster

This activity will include the rehabilitation of a former warehouse facility, which will be converted into a community service facility operated by Crosslines Churches of the Joplin Area, Inc. This new facility will be a driving force in the community to help to stabilize economic activity through ongoing support of the elderly, disabled, and low income individuals and families by providing supplemental "hand up" support to those who have fallen on difficult financial circumstances and continue to be impacted by the effects of the 2011 disaster.

MERCY PUBLIC PARK

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$3,200,000~~ $4,900,000*
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Facilities and Infrastructure Improvements
Start/End Dates:	November 2014 – May, 2016
Performance Outcomes:	Construction of walking trails, open green space, limited amenities, drive access, and parking areas

*Funds were added to this project to account for the increase in scope of the project

Basis for Allocation

In support of its vision to heal the site of the previous hospital, CDBG-DR funds for the Mercy Public Park will support the creation of a public park that will provide a variety of amenities to service multiple beneficiaries as detailed below. This park will provide continuity to the existing public park, school system, and proposed Mercy development within the immediate area.

In response to the destruction of the St. John's Regional Medical Center at 26th & McClelland, Mercy Health System is rebuilding a 600,000 square-foot hospital at a new location that will serve Joplin's growing healthcare needs. As a visionary project to heal the original 50 acre site of the destroyed hospital, Mercy developed conceptual plans to create a chapel garden over a portion of the original site. Mercy has indicated they would like to donate a portion of the tract to the City of Joplin to develop as a passive public park to enhance the adjacent Cunningham Park and newly constructed Irving Elementary School to provide a public amenity in the tornado damaged area. The City's public park plans would include such amenities as: open green space, trails, and benches to serve as a continual transition between Cunningham Park and Irving Elementary School.

Creating such a space addresses the needs identified within the CART plan whereby the community requested to develop a community mind-set that values environmental sustainability, links between different types of parks and natural areas to encourage recreational opportunities, increase community gathering spaces, and ensure residents have access to open spaces in rebuilding neighborhoods.

The northern tracts of the proposed park are located in a high percentage LMI area (approximately 60%). The park would also service an adjacent proposed senior living center and could include recreational features that would complement the proposed Autism Center – promoting accessible facilities, healthy behaviors across different community residents with various needs, and increasing access to community features for the nearby LMI community.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (e) Public Facilities and Improvements and will utilize the National Objective of Low-Moderate Income Area Benefit.

Long-term Recovery from Specific Disaster
Our future goal is to continue increasing the amount and access to open public spaces to meet the City's redevelopment objectives as identified by the community within the CART plan and as part of the overall redevelopment. In particular, this park provides continuity between the existing Cunningham Park, proposed Mercy Garden, and existing Irving Elementary. This project also compliments the proposed Senior and Autism Centers.

CURB & GUTTER IMPROVEMENTS (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	~~$ 393,000.00~~ $0*
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the reconstruction of approximately 700,000 linear feet of curb and gutter

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

Basis for Allocation
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.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (e) 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 aesthetics of streets and private property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater 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.

STORM-WATER IMPROVEMENTS (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	~~$ 2,381,400.00~~ $0*
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the completion of 34 separate Improvement/Facility Projects

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

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 (e) 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.

SIDEWALK & ADA RAMP CONSTRUCTION AND RECONSTRUCTION (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	~~$ 588,000.00~~ $0*
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the reconstruction of approximately 800,000 linear feet of sidewalk

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

Basis for Allocation

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 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 debris removal process and will be replaced through this process as well.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (e) 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 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*.

PUBLIC SERVICES

JUVENILE DETENTION CENTER

Program/Activity Details

Administering Entity:	Jasper County Juvenile Court System
Budget:	$350,000
Geographic Area:	City of Joplin: Tornado Area
Applicant Eligibility:	LMI Limited Clientele
Start/End Dates:	January 2016 – January 2018
Performance Outcomes:	Reduce juvenile offenders from having reoccurring offenses using a non-punitive approach, utilizing services and treatment that rely on more of a family oriented intervention approach.

Basis for Allocation
The Jasper County Juvenile Detention Center provides housing and alternative treatment (counseling services, life skill lessons) to juvenile offenders that reside in Jasper County. Traditionally, the Juvenile Detention Center is a "front-line" intervention facility that is utilized to keep juvenile offenders from offending further and for "holding" offenders until other intervention services can be initiated. The current Juvenile Detention Center provides a variety of services for Joplin students and their families which include providing alternative school setting, tutoring, certified teachers, nutritional meals, hygiene services, supervision, assessment, recreational services, mentoring and service learning program, truancy/diversion program, all of which are interventions within the large continuum of best practices for juvenile services. This continuum of intervention allows for individualized treatment plans for youths and their families which have been beneficial over the years.

Since the May 2011 tornado, the Center has recorded an increase in referrals from the Juvenile Circuit court system, resulting in greater demand for the services required for these interventions.

The formal court referrals in Jasper County peaked in 2012 with 986 formal juvenile filings, 96% of the filings were Joplin youths and their families. The truancy referrals also peaked in 2012 with 573 referrals; 63% of the referrals were Joplin students. The Diversion court numbers have also increased each year as the program has grown serving 196 families since 2010, 85% of the children being served are from Joplin Schools. The Detention Center has realized that juveniles who experienced the tornado and its aftermath are in need of skills to mitigate anxiety, to enhance coping skills and to develop problem solving skills.

As the Center continues to see an increased need for interventions as well as prepare for on-going demand in programming over the next 6-8 years (as indicated by Ozark Mental Health Center and research literature on disaster trauma), they are proposing an increase in the delivery of their services in the Joplin area. Through the four years post-tornado, the Jasper County Juvenile Court has created a new model of serving juveniles. Nationally, there is an initiative to 'divert' juveniles away from the detention services and instead implement services that are restorative rather than punitive, therapeutic, and family focused. Jasper County Juvenile Court has a five year history with their Diversion Court program. The program utilizes a multi-disciplinary approach to creating interventions that are individualized and less punitive, rather than locking the juvenile offender in a detention cell. The Jasper County Juvenile Court intends to implement more interventions to better serve the disaster affect juveniles and their families. The National trend is that fewer juveniles are re-entering the system when non-punitive approaches are utilized (lower recidivism rates). Although not conclusive, the recent reduction of new cases in Jasper County annually can be viewed as an indicator of this trend.

The Center plans to use the CDBG-DR funds received to provide salary and benefits for one recreation/therapeutic aide, two paraprofessional teacher's aides, and one qualified mental health professional (preferably a Master's level Social worker or Counselor) to provide evaluations and deliver programming needs. The Center will also provide services to process and "match" juvenile offenders with the appropriate community treatment providers in a timely manner as well as have the ability to respond immediately to crisis concerns within the Center.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (e) Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

Long-term Recovery from Specific Disaster
The Alternative services being provided through the Juvenile Detention Center will aid in the long-term community recovery by providing needed counseling services for Joplin youth and their families. The public service being provided will help prevent or reduce the number of youths entering into the formal adjudication system and help to develop responsible law abiding citizens. By expanding the programming through the assistance of the CDBG-DR funds, the Center will ultimately help provide positive social and economic benefits to the City of Joplin.

OZARK MENTAL HEALTH SERVICES

Program/Activity Details

Administering Entity:	Ozark Comprehensive Behavioral Mental Health Services Center
Budget:	$110,000
Geographic Area:	City of Joplin: Tornado Area
Applicant Eligibility:	LMI Limited Clientele
Start/End Dates:	December 2015 – December 2017
Performance Outcomes:	Provide mental health services to LMI individuals and families in the City of Joplin who suffer from conditions related to the May 2011 tornado

Basis for Allocation

The Ozark Comprehensive Behavioral Mental Health Services Center ("Ozark Center" or "Center") is a nonprofit entity of the Freemen Health System. The Ozark Center has approximately 500 employees in 30 different locations in southwest Missouri and includes service areas in Jasper County. The main goal of the Center is to improve the health of the communities served by providing contemporary, innovative, trauma-informed, quality healthcare solution. The Commission on Accreditation of Rehabilitation Facilities (CARF), which is an independent international agency monitoring quality in mental health services, has given the Ozark Center the highest accreditation score possible. The Ozark Center is also certified and licensed by the Missouri Department of Mental Health. Through innovation, pursuit of grants, and fundraising activities the Center continues to expand services and programs provided. The Center is currently located at 1105 E 32nd Street in Joplin, which is in the heart of the tornado impacted area. The Center is also the area's largest and most comprehensive behavioral healthcare provider and has qualified staff that provide effective, caring and confidential services for adults, families and children, including:

- 24 hour Crisis services
- Individual, group and family therapy
- Residential care
- Inpatient/Outpatient Psychiatric services
- Substance abuse/addiction
- Support groups
- In-home support

The Ozark Center will provide in-patient and out-patient mental health services to Joplin children and adults within the LMI population who suffer from conditions related to the May 2011 tornado. Services will be provided to both uninsured and underinsured LMI individuals to help combat conditions related to trauma as a result of the tornado, some of which include post-traumatic stress disorder, anxiety disorders, depression, and substance abuse. Approximately 70% of the Ozark Center's clientele are considered LMI; of this number approximately 30% of clientele are uninsured. According to a recent study conducted by the University of Missouri, post-traumatic stress disorder (PTSD) in Joplin rose from 12.26% at 6 months post-disaster to 26.74% at 30 months post-disaster. Research results indicate that long term (multi-year)

community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event.

The Center has also documented an increase in call volume at their Access Crisis Intervention (ACI) center. In 2009 and 2010, the Center averaged 10.16 and 11.39 crisis calls respectively during the day shift. In 2012, the Center averaged 23 calls per day time shift. In comparison to 2009, the 2012 call volume shows a 57% increase in day time calls and in comparison to 2010 the 2012 call volumes shows an increase of 52%.

To-date, psychiatric and other non-substance abuse services at Ozark Center have seen a 107% increase over 2010. Children's mental health outpatient services in 2012 saw an increase of 191% over the services offered in 2009 and 105% over the services offered in 2010 and 51% over the services offered 2011.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (e) Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

Long-term Recovery from Specific Disaster
This project will provide funding to the Ozark Center to support its increased capacity for providing mental health services to LMI individuals and families in the City of Joplin. The Center will support the overall community recovery by addressing the continued health needs of youth and adults due to the May 2011 tornado.

MENTAL HEALTH PROGRAMS

Program/Activity Details

Administering Entity:	Joplin School District
Budget:	~~$332,730.00~~ $331,397.00 (CDBG)*
Geographic Area:	Joplin School District (parts of Jasper/Newton County)
Applicant Eligibility:	Any individual in need of programs as determined by School District Staff
Start/End Dates:	November 2013 – June 2014
Performance Outcomes:	Approximately 1,000 Students assisted

*$1,333 moved from this budget to Sanitary Sewer Activity

Budget Details:

STAFF	Salary + Benefits for 11 Months	Joplin School 3 months Funded	CDBG Request – 8 Months
1 FTE Director:	$78,000.00	$21,270.00	$56,730.00
2 FTE Mental Health Counselors:	~~$203,500.00~~ $135,667.00	~~$55,500.00~~ $37,000.00	~~$148,000.00~~ $98,667.00
5.5 FTE School/Family Liaisons (formerly Case Managers and Check & Connect):	~~$176,000.00~~ $242,000.00	~~$48,000.00~~ $66,000.00	~~$128,000.00~~ $176,000.00
Total:	~~$457,500.00~~ $455,667.00	~~$124,770.00~~ $124,270.00	~~$332,730.00~~ $331,397.00

Basis for Allocation

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. After the tornado, we, the leaders of Joplin Schools, quickly came to understand the extent to which many students and staff had been traumatized. The lives of our children, their families, and the staff had been changed forever. Returning to the "daily business" of successfully educating children would require more extensive support and expertise than that in place in the pre-tornado school world. Based on the experience of others who had undergone similar disasters, national consultants and the research literature on overcoming trauma, we anticipated one half to a third of our students and staff might experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. As we investigated those similar situations, we also learned the psychological effect of trauma could become deep-rooted and reoccurring.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions. Families of students have been helped with avoiding homelessness from resource linkages in the community. Emergency assistance has been provided for vital psychological medication for students. Therapy groups have been formed to meet the needs of students to reduce anger and aggression, self-harm, and violent relationships. These groups have helped students to set a path of healthy relationships for their future. Our mental health professionals have collaborated with Mercy Hospital at their community dinners. We have connected with over 300 Joplin Schools' families during these dinners.

Additionally, Check and Connect - a dropout prevention program - was implemented by 5 case managers. They worked with over 100 secondary level students and their families to remediate barriers to school attendance and academic success.

Since these data and the conclusion of research reinforce the need for continued support, we anticipate needing approximately 8.5 mental health professionals to meet the needs of at least 1,000 students we believe will need services.

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 Clientele. The Joplin School District will collect Income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

Long-term Recovery from Specific Disaster

Our future goal is to continue with professional mental health counseling, case management and dropout prevention strategies. Additionally we desire to develop strong social and emotional skills within the general curriculum so that all students will have resiliency strategies for use in their future. As the home environment sets the stage for school success, we desire to build stronger partnerships with parents, especially those who are experiencing social and emotional distress.

PLANNING & ADMINISTRATION

PROGRAM ADMINISTRATION & PLANNING

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	~~$3,465,756.50~~ $4,465,756.50
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)

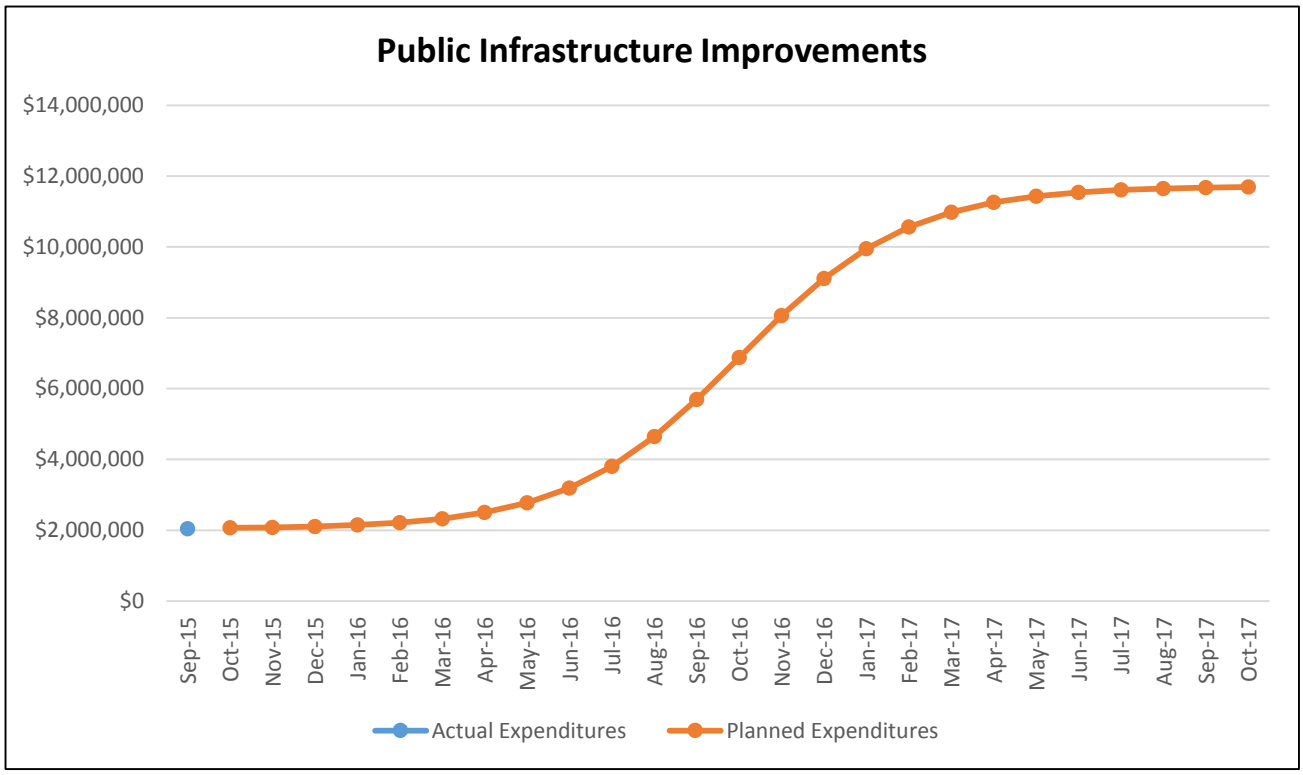
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

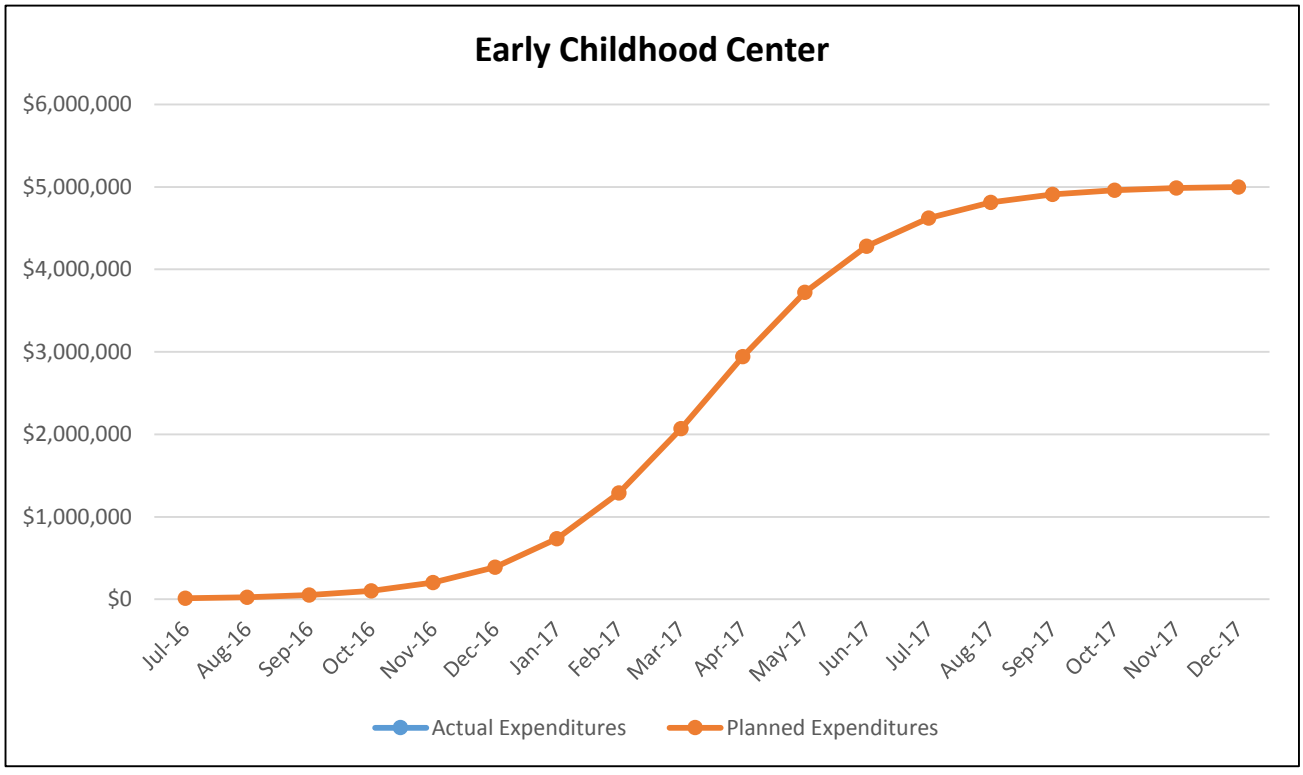
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

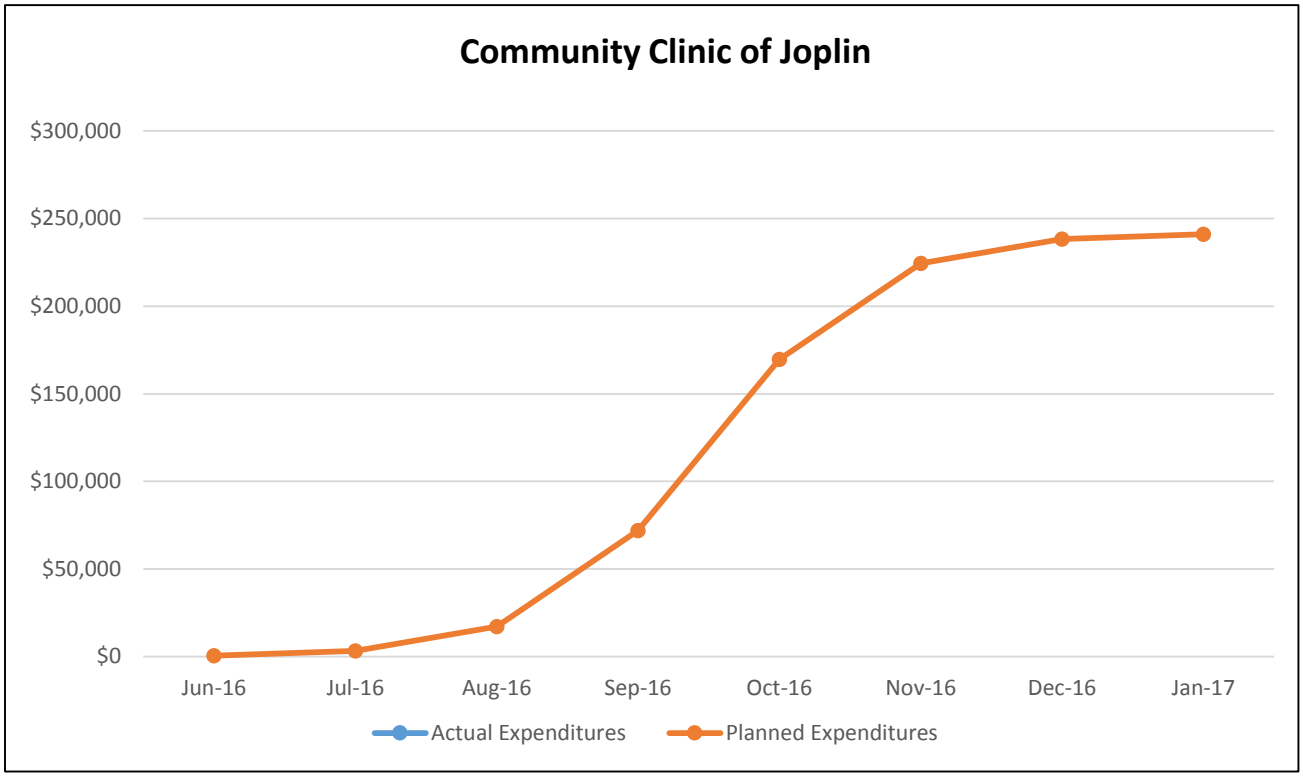
CDBG Eligibility

These activities are eligible under Program Administration and Planning.

IX. PERFORMANCE SCHEDULES






Community Clinic of Joplin
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Jun-16
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Sep-16
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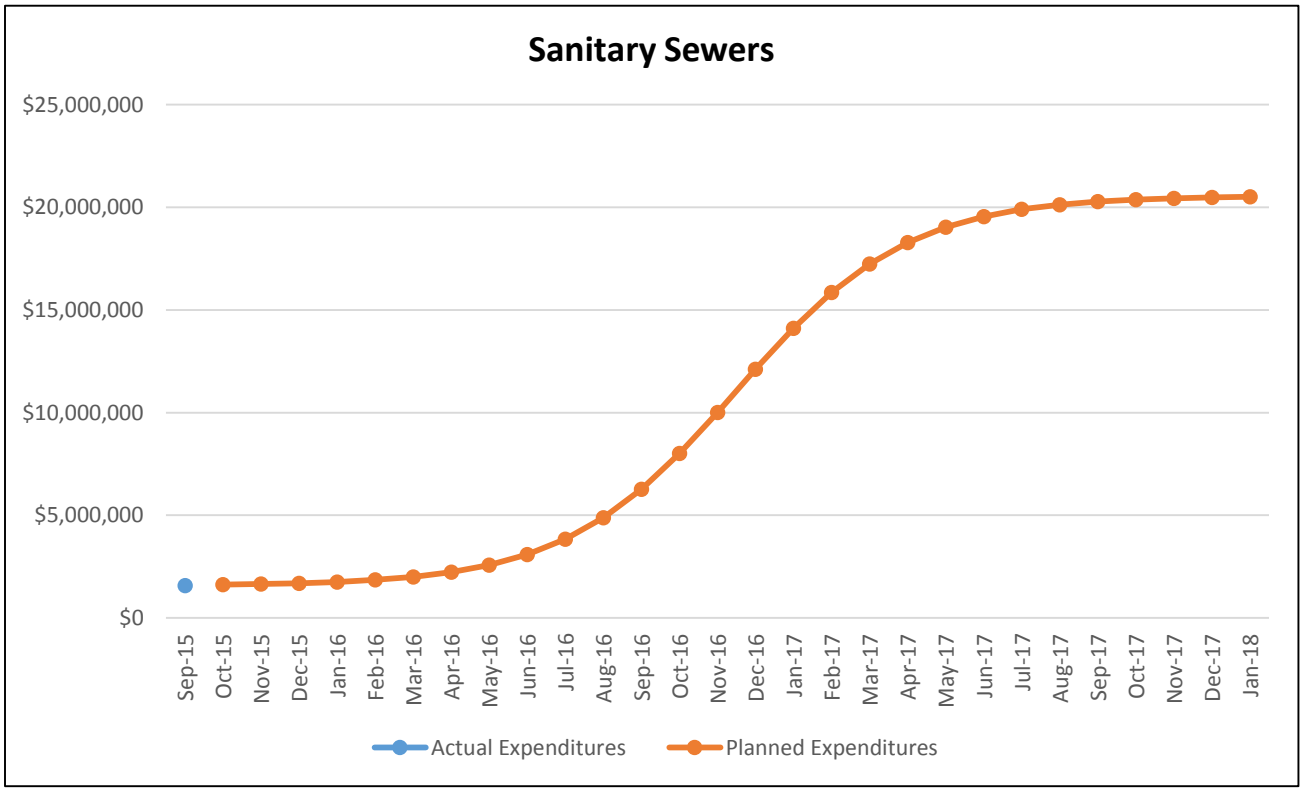
Jan-17
Actual Expenditures
Planned Expenditures


Sanitary Sewers
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
Sep-15
Oct-15
Nov-15
Dec-15
Jan-16
Feb-16
Mar-16
Apr-16
May-16
Jun-16
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Aug-16
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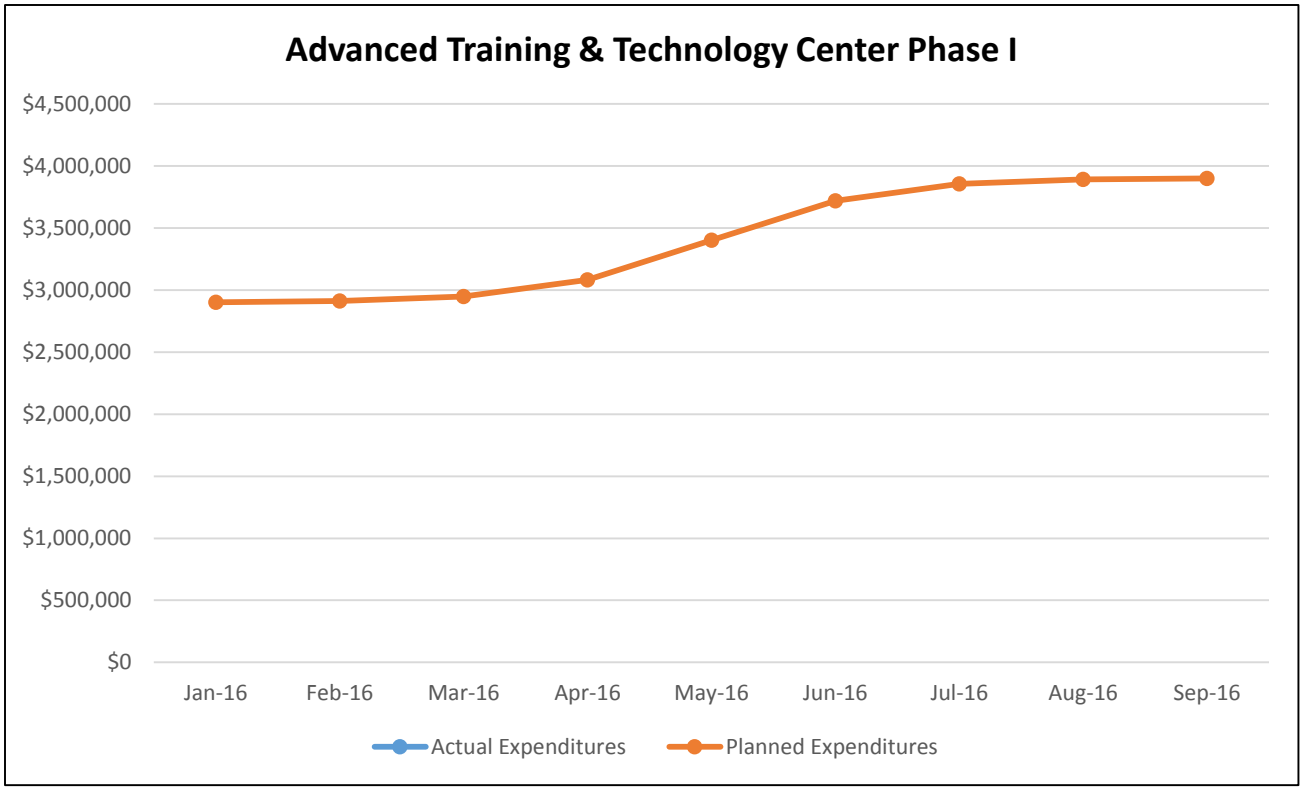
Dec-17
Jan-18
Actual Expenditures
Planned Expenditures


Advanced Training & Technology Center Phase I
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$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
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Actual Expenditures
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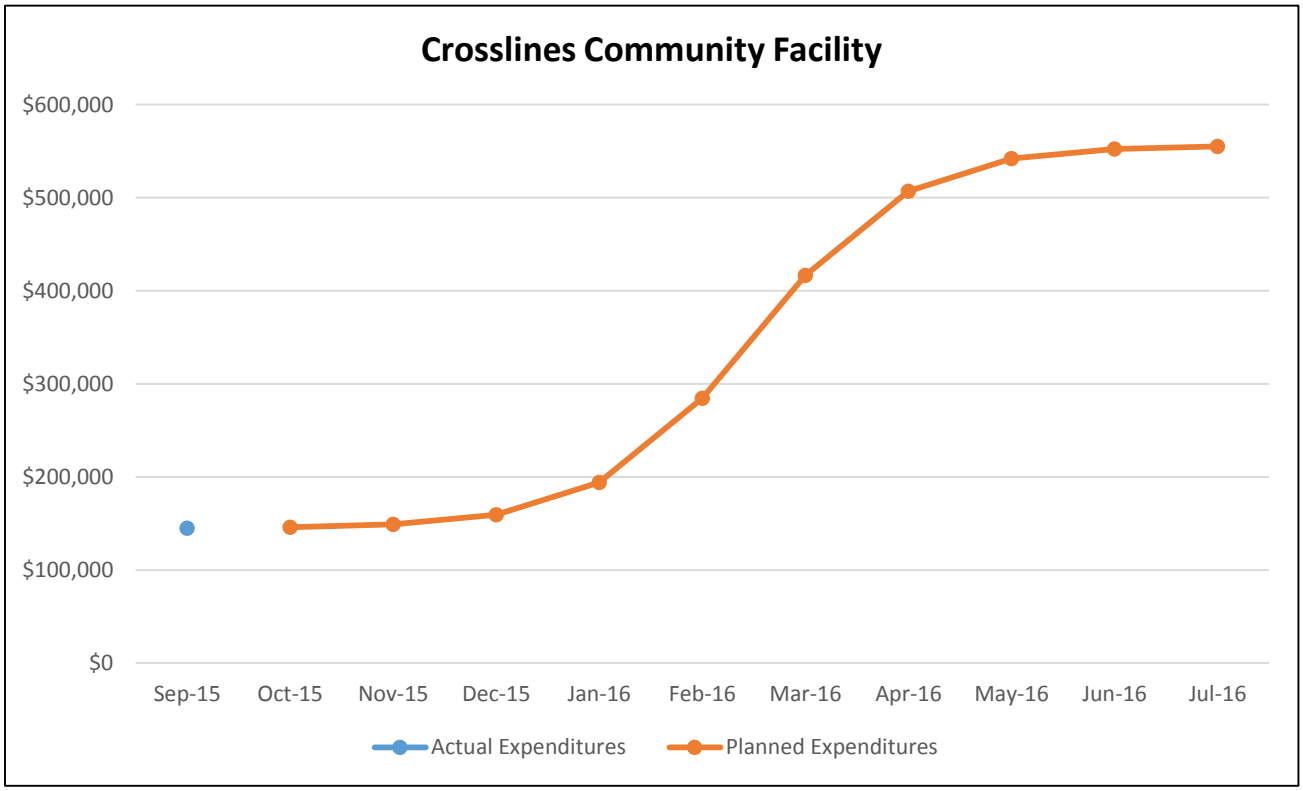
Crosslines Community Facility
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
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Sep-15
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Actual Expenditures
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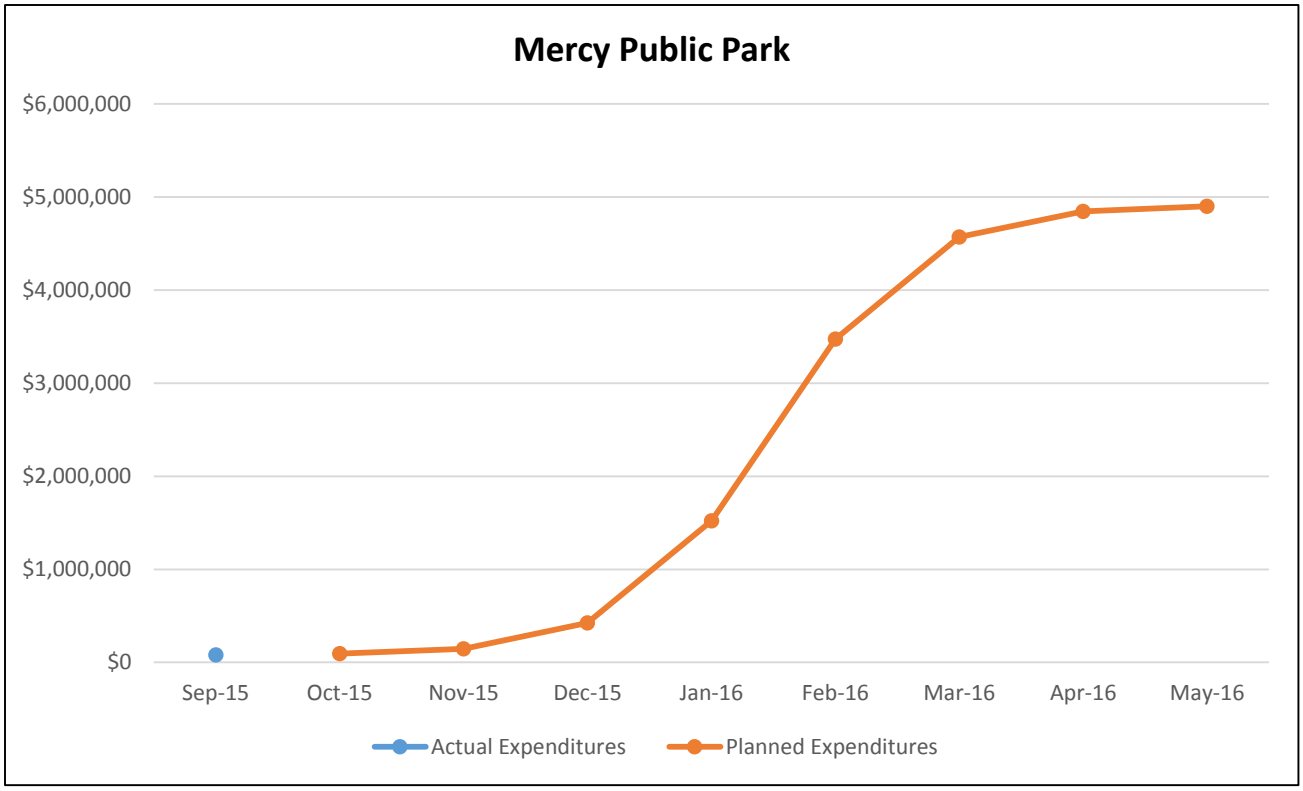
Mercy Public Park
$6,000,000
$5,000,000
$4,000,000
$3,000,000
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Actual Expenditures
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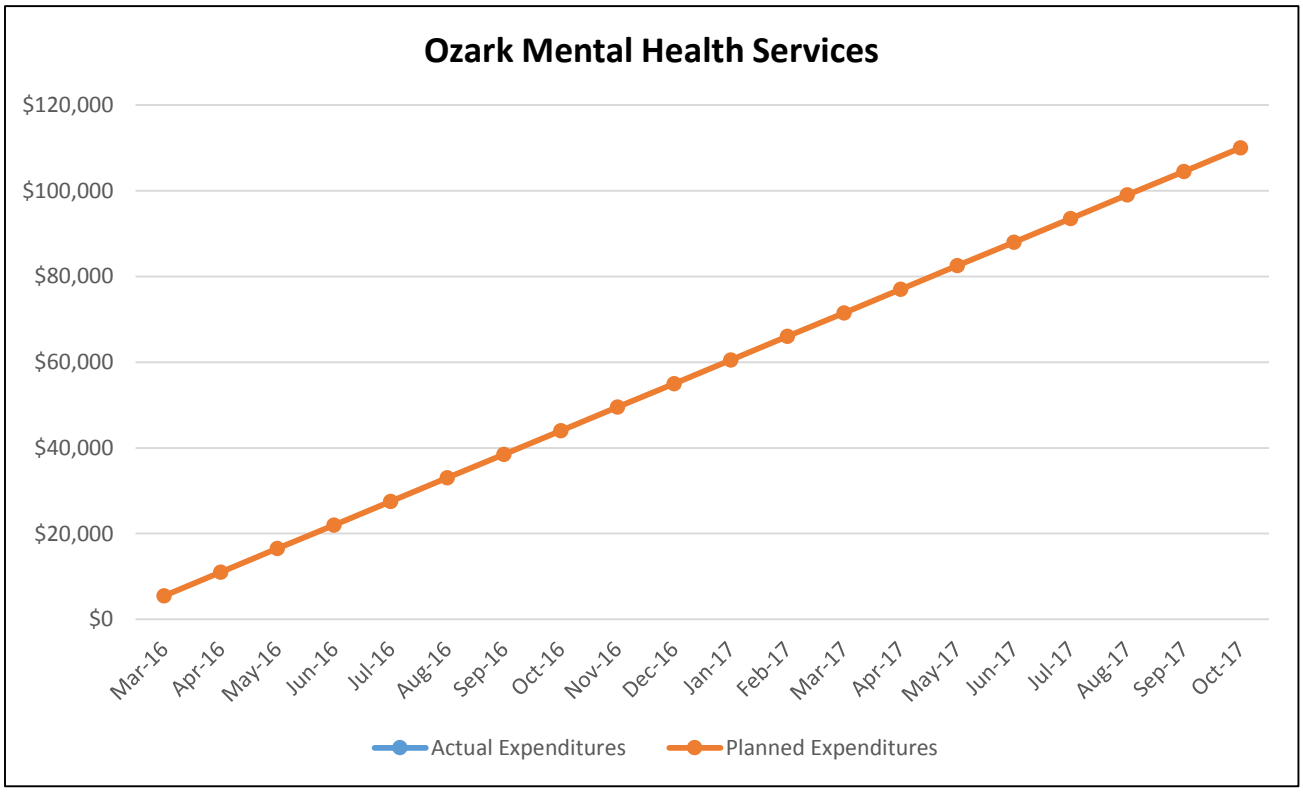
Ozark Mental Health Services
$120,000
$100,000
$80,000
$60,000
$40,000
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Mar-16
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May-16
Jun-16
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Actual Expenditures
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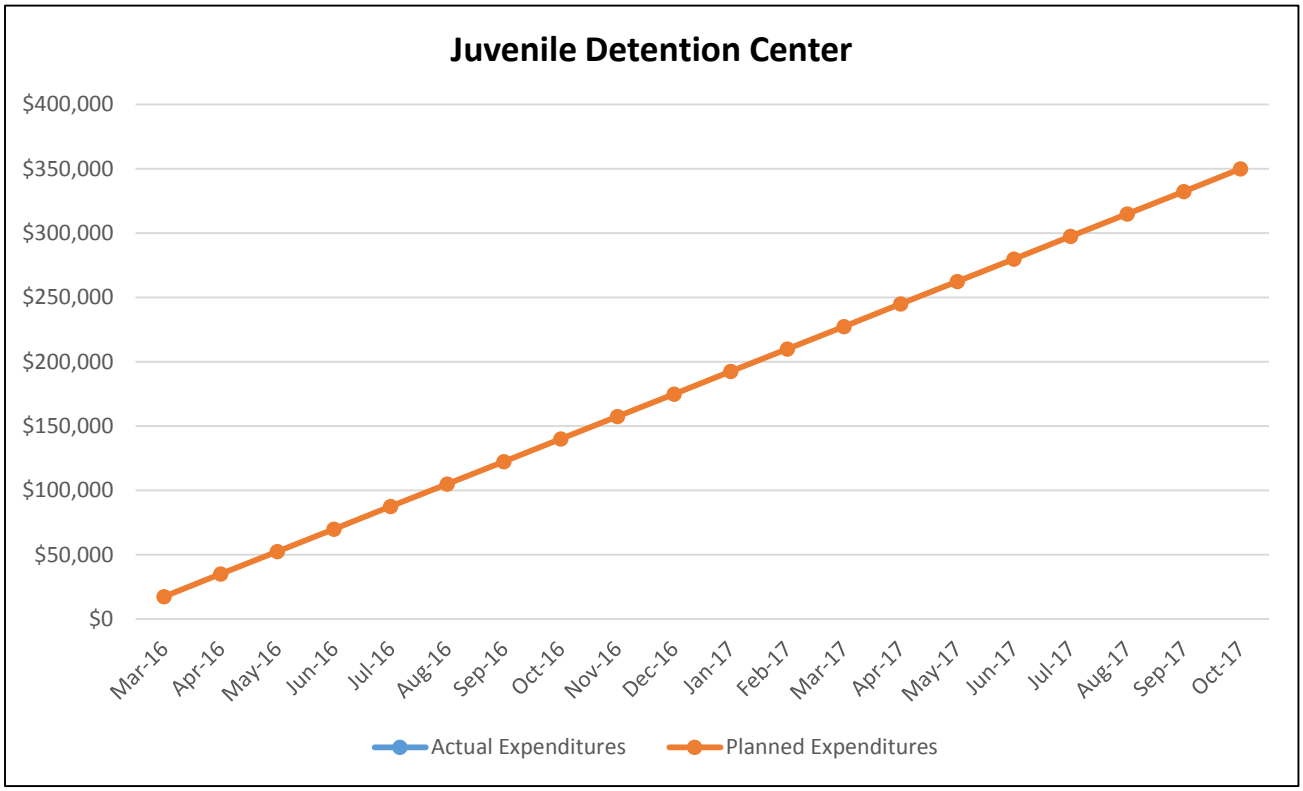
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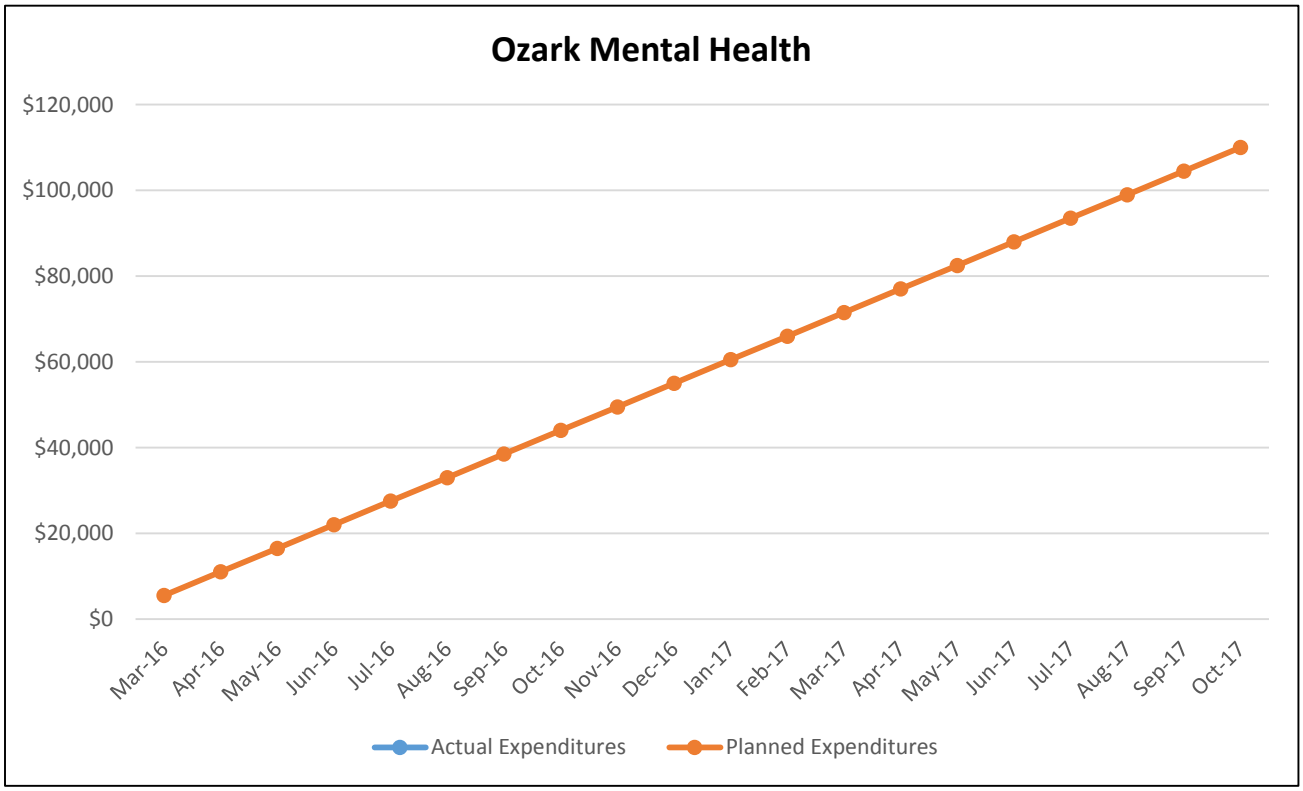
Planned Expenditures


Ozark Mental Health
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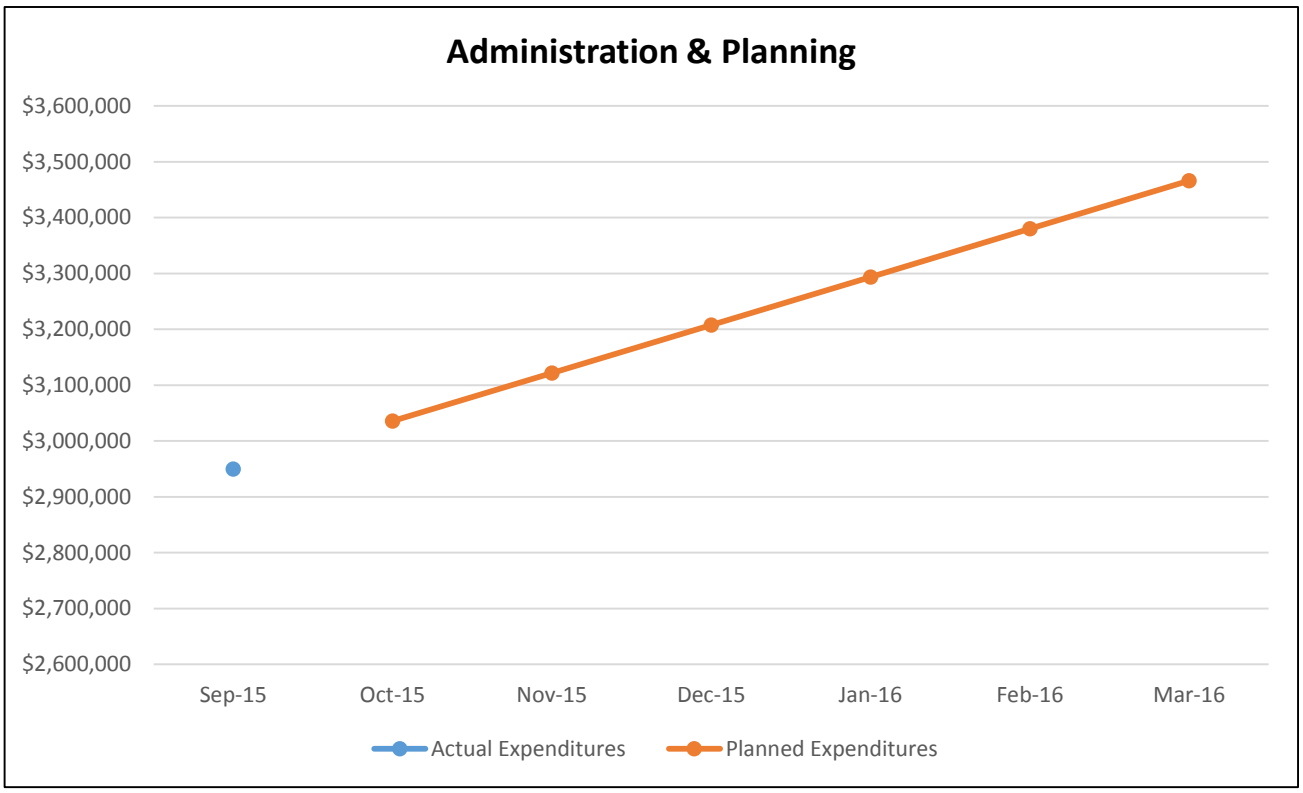
Actual Expenditures
Planned Expenditures



X. PUBLIC COMMENT

PAP 5
The City of Joplin provided prominent posting on the City's official website beginning on August 10, 2015 indicating written comments would be accepted through August 17, 2015 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

No comments were received.

PAP 4
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.

No comments were received.

PAP 3
The City of Joplin provided prominent posting on the City's official website beginning on October 13, 2014 indicating written comments would be accepted through October 20, 2014 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million

allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received by telephone during the City's 7-day comment period. A summary of the comment and the City's response are noted below.

On October 20, 2014 a verbal comment was received by the Planning and Community Development Department from Terry and Ray Malcolm regarding the Early Childhood Center activity. They own a private, licensed daycare center and are concerned that an Early Childhood Center will put their daycare facility out of business. We explained how the deficiency in daycare providers post tornado was calculated. They were strongly encouraged to place their concern in writing and we would further respond in writing and forward their concern and the City's response to HUD. They have elected not to do so at this time.

PAP 2

The City of Joplin provided prominent posting on the City's official website beginning on August 9, 2014 indicating written comments would be accepted through August 16, 2014 at 5:00 p.m. for the Partial Action Plan #2 (Third amendment to the Initial Action Plan dated October 23, 2013).

No comments were received during the comment period.

Initial Action Plan

The City of Joplin provided prominent posting on the City's official website beginning on August 9, 2013 indicating written comments would be accepted through August 19th at 5pm. The City also presented the activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received from the Joplin Housing Authority during the City's 7-day comment period. A summary of the comment and the City's Response is noted below.

JOPLIN HOUSING AUTHORITY COMMENT SUMMARY

1) **HOUSING AUTHORITY COMMENT**

   The Housing Authority wished to clarify that they have submitted a request for rental assistance as well as for property repairs (parking lots and general landscaping) that were not covered by property insurance or FEMA.

   CITY RESPONSE

   The City was aware of these requests that were made verbally before an official written response was made. Although the Housing Authority's written request was received (on August 7, 2013) after the majority of the preparation for this Action Plan occurred, the City has continued to research all items in the request. This research included the Rental

Assistance mentioned in this Action Plan as well as the parking lot and landscaping needs of the facilities. The City is currently in discussions with its consultant and with HUD to determine what items in the request would be eligible. At this point, the City anticipates that whatever portion of these requests are deemed to be eligible will be covered with from the City's Round I ($45M) CDBG-DR funding.

2) HOUSING AUTHORITY COMMENT

The JHA is authorized for 497 Housing Choice Vouchers and 35 Veterans Affairs Supportive Housing Vouchers. There was a great difficulty in using these vouchers after the tornado because of the shortage of housing available to be part of the affordable housing market. With the addition of new MHDC tax-credit units in the past year, the Joplin market loosened up and leasing rates have risen although all vouchers are still not utilized. Through use of a post-tornado agreement, the JHA is still using some of its vouchers outside of the City Limits.

When combining the budget for the City's first round ($45M) and the City's second round ($113M), the amount dedicated to housing activities is $31.75 million which is about 20% of overall funds awarded. There is much of the remaining budget committed to infrastructure though, which is needed of course and will help to support any housing efforts.

All of the City's proposed projects have merit and 20% may be an appropriate amount to go toward housing activities, but it's not clear to me how that decision is being made. The author of the Action Plan admits that "there is a discrepancy between the goals set by the Novogradac (housing study consultant) study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", going on to say that "the City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point". It appears that the City has decided to commit less to housing activities than Novogradac suggests is needed. If the City's decision about funding for housing activities is based on a study performed in 2011, or on a study performed more recently but without input from all appropriate community partners, I would recommend a new study be performed (by Novogradac or another expert).

CITY RESPONSE

The City did utilize a 2011 Novogradac Housing Study as well as a 2012 update to that study to inform its decisions on level of housing funding. This updated study does include the interviews with community partners that were mentioned by the Housing Authority to occur in June of 2012. However, the comment that the City has decided to commit less to housing activities than Novogradac suggested is actually the opposite of what occurred. The following quoted portion of the plan, "there is a discrepancy between the goals set by the Novogradac (housing study consultant) study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", was meant to show that the city actually allocated more funds to housing activities in the Round I ($45M) Action Plan than were recommended in the 2012 Novogradac Study.

The City was comfortable in doing this because it took a stance to provide a large amount of funding that would be utilized on a demand-basis through the Joplin Homebuyer's Assistance Program (J-HAP). This program is designed to help attract individuals to the area and to repopulate the vacant lots mentioned in the above quote. In funding this demand based activity, the City felt confident that it could address the demand for the Novogradac study and allow for potential population growth and repopulation of the tornado-affected area without overbuilding the housing market.

3) HOUSING AUTHORITY COMMENT

The Housing & Neighborhoods Sector of the Citizens Advisory Recovery Team (CART) is referenced in the Action Plan. This group is (or was) a cross-section of housing-related experts and professionals, and the members are a good resource for discussions about planning. I was a Co-Chair of the committee as it became part of CART, but we had started assembling prior to the CART effort and were already involved individually in overall recovery efforts by then. We were very active for a year after the tornado, but haven't met as a group (to my knowledge) since September of 2012.

CITY RESPONSE

The CART was mentioned in this Action Plan in order to recognize the efforts of the many professionals that worked hard to create the CART's Next Steps Plan. This plan has been and continues to be a guiding document for the City in its efforts for redevelopment. The City appreciates the efforts that were made and will continue to consult with the individual members as recovery continues.

4) HOUSING AUTHORITY COMMENT

Many of the tornado-affected blocks in the neighborhoods where Habitat For Humanity and other non-profit organizations have been able to replace homes, which are in the core of the community, appear to have lots that could be part of a planned effort to finish the neighborhoods. I am not aware of such an effort and have concerns that the private homebuilding market may not provide finished neighborhoods in those areas for a long while. Members of the Housing & Neighborhood Sector would be a good group to consult (collectively or independently) for planning such an effort. The Housing Authority would likely be willing to partner as needed (and feasible and eligible).

CITY RESPONSE

A planned effort to finish the in-fill of redeveloping neighborhoods is a legitimate idea. This is something that the City is willing to consider and would welcome further detail on such a plan. At this point, the City's J-HAP program is the avenue through which the City is attempting to have a similar effect. While the program does not dictate exactly which lots the homebuyer's are to build, all funding is directed in the Tornado Path area. This program was developed after careful consideration of multiple factors that include increased management, administrative, and labor costs for activities that would fund the actual construction of units rather than assisting in the purchase of units through a Homebuyer's

Assistance Program.

XI. ACCESIBILITY 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 SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

XIII. APPENDICIES

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 subrecipients 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 subrecipient 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.

_____ _____

Signature/Authorized Official Date

_____

City Manager

RESOLUTION NO. 2015-022

A RESOLUTION authorizing the filing of a Sixth Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); 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, there were thousands of households 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 has been allocated $113,276,000 in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS**,** the U. S. Department of Housing and Urban Development (HUD) allows for the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

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

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

Section 1. That the City of Joplin file a Sixth Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 2) substantially according to Attachment A with the U.S. Department of Housing and Urban Development, such that $3,528,935 is being added to the Public Infrastructure Improvements activity, $5,000,000 is being added to the Early Childhood Center and $1,000,000 is being added to Program Planning & Administration Costs.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2015.

_____

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015

Item: CDBG –DR- Round 2 Partial Action Plan 6
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan 6
2) Resolution No. 2015-022

Department Head: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Resolution No. 2015-022

DISCUSSION:

The following is a resolution that authorizes the filing of the Sixth Partial Action Plan, Amendment 11 to the previously approved Initial Action Plan by City Council for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). Partial Action Plan 6 increases the funding for Public Infrastructure Improvements to complete right of way acquisition and surveying activities. This Amendment will also allocate money to fund the Early Childhood Center. Finally, there will be additional funds added to administration and planning costs.

The Public Infrastructure Improvements project will be used for street improvements as well as the rehabilitation of two major arterials, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. In addition, this portion will fund right of way acquisition and surveying activities associated with twenty-five (25) infrastructure projects in the LMI and Non-LMI zones of the tornado impact area. This Partial Action Plan will add an additional $3,528,935.00 to the previous approximately $8 million in the project.

The Early Childhood Center project will be used for the construction of a high quality child-care and pre-school educational services to accommodate working parents and serve LMI clientele. This activity will include the construction of an Early Childhood Center, a learning library and a commercial playground that will be handicap accessible and age appropriate at all levels. This Partial Action Plan will fund the project for the initial $5,000,000. State CDBG-DR funds will also be used to fund the project.

Additional $1,000,000 will be added to the Program Planning and Administration costs to help fund the management and oversight of all approved projects.

The proposed Partial Action Plan 6 will add $3,528,935 to the Public Infrastructure Improvements activity. It will also fund the construction of the Early Childhood Center for $5,000,000. Finally, it will add an additional $1,000,000 to Program Administration and Planning costs. The activities are to be completed by December 2017. Notice of the amendment has been posted on Wednesday October 28th, 2015. Any public comments received will be shared with City Council after the 7 day period. If approved, the amendment will be forwarded to HUD for their forty-five day review.

Infrastructure Activities	**Partial Action Plan 6**
Public Infrastructure Improvements	$3,528,935.00
Early Childhood Center	$5,000,000.00
Program Planning & Administration Cost	$1,000,000.00
Sub Total	**$9,528,935.00**

RECOMMENDATION:

The staff recommends adoption of this Resolution.

Joplin Early Childhood Center

in collaboration with Parents As Teachers, United Way-Success by 6, and Economic Security-Head Start

presentation to City Council November 2, 2015

Joplin Schools

Partners in Funding

MISSOURI
Department of Economic Development



Partners in Service

- Joplin Schools plans for the **Parents as Teachers** Model Program to operate out of the proposed center.

- The Early Childhood Program will continue to work closely with Economic Security's **Head Start** program, MO **First Steps** Early Intervention, the **Cerebral Palsy Center of Tri-County**, and United Way's **Success by Six** program.

- Partnership with these entities can include, but is not limited to, providing space for classrooms and services, hosting community meetings and professional development, and providing parent resources.

Current Program Description

●**Early Childhood Special Education**: Students suspected of a disability or developmental delay can be referred, evaluated, and found eligible for Early Childhood Special Education under Individuals with Disabilities Education Act of 2004 (IDEA 2004) guidelines as a child with a disability.

●**Typical Peer Program**: The ESCE program allows the Joplin School District to include “typical peer” students otherwise not eligible for preschool programs to receive quality preschool education. This is a State approved model to provide support for young children with disabilities and developmental delays.

●**Title I.A. Preschool**: Joplin Schools also serves “at-risk” students eligible for Title I services. Students that qualify for Title I services display deficits in social, language, motor, and self-help skills.

●**Pilot Child care**: Per Board of Education approval, Joplin Schools is piloting a limited half-day child care program, offered to a small number staff children.

Community Need

- Upon enrollment, **68%** of kindergarten students are currently scoring below 45% in one or more areas of the DIAL-4 screening tool, with 16% scoring below 45% in all areas.

- During the 2014-2015 school year, 69.23% of Early Childhood students qualified for free- or reduced-price meals, **62%** qualified for free-price meals.

- 67.7% of current enrollees are from low income households and 49.2% are from very low and extra low income households.

- Currently, the Cerebral Palsy of Tri-County in Webb City, MO is the only child care facility able to readily provide an educational preschool setting for children with significant disabilities. The Bill and Virginia Leffen Center of Autism provides similar services to children on the autism spectrum only.

- Prior to the tornado, Joplin had 1,971 licensed child care slots available. Presently, there are a total of 1,718 licensed slots available. This is accounts for a **16% decrease in child care** capacity or **253 fewer slots available.**

Current Pattern of Demand

Current Enrollment:

- ECSE: 90
- Typical Peers: 72
- Title I.A preschool: 30
- Pilot Child Care: 9

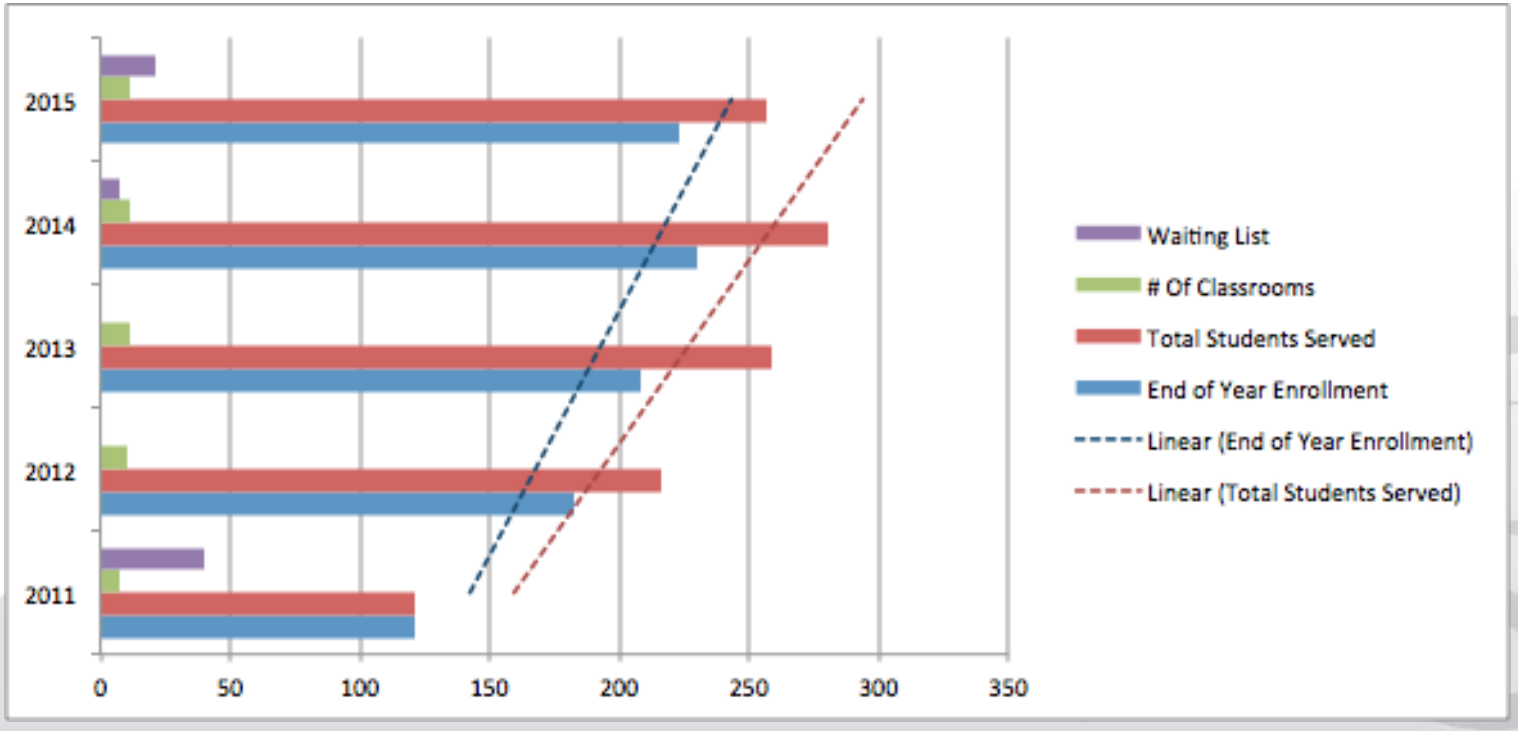
TOTAL: 201

Current Waiting List:

- ECSE: 0 (all students found eligible for ECSE, must be served)
- Typical Peers: 70
- Title I.A preschool: 65
- Pilot Child Care: 4

TOTAL Waiting List: 139

Historical Pattern of Demand



Child Care Disparities

	Joplin Pre-Tornado 5/20/11	Joplin Post-Tornado 8/14/15
Licensed Center-Based Care Facilities	25	21
Licensed Family Child Care Programs	11	5
Capacity: Licensed Center-Based Care Facilities	1,490	1,230
Capacity: Licensed Family Child Care Programs	94	48

Program Description & Proposal

- Joplin Schools will construct a new facility North of Irving Elementary to address the growing Early Childhood population.

- The proposed Joplin Early Childhood Center will continue to offer half day educational preschool services for children ages 3 through 5. **This is the primary focus of the facility.**

- To accommodate working parents, the center will also offer 100 AM slots and 100 PM slots for children ages 3 through 5 who attend preschool at the facility therefore allowing the child to attend school for an entire day.

Fees for Service

Cost of Care - Average Full Time Weekly Care:

Joplin, MO	**Weekly Cost of Care**
Center-Based Care	$111
Family Child Care Programs	$77

Cost of Care - Proposed Services:

Joplin Early Childhood	**Weekly Cost of Programming**
Special Education (continued service)	none
Title I - At Risk (continued service)	none
Half Day Before / After Program Care	$88

Total Capital Budget (Revenues)

CDBG revenues:		
State of Missouri (proposed)	$5,000,000	
City of Joplin (proposed)	$5,000,000	
Total Revenues		$10,000,000

Total Capital Budget (Expenditures)

Building construction (includes construction, professional services, and contingency)	$9,650,000	
Grant administration services:		
Grant Administration, Activity Delivery	$250,000	
• Joplin Schools Project Management (City of Joplin, source)	$50,000	
• Joplin Schools Project Management (State of MO, source)	$50,000	
Land - donated by Mercy	$0	
Total Expenditures		**$10,000,000**

***Joplin Schools will contribute up to $125,000 FF&E for classrooms. Purchases will be based on need. Early Childhood, through sustained revenues, will reimburse the district's effort for upfront FF&E purchases.**

Joplin Schools

Enrollment Projections

Projected number of students in building AM: 260

Projected number of students in building PM: 260

These slots are a combination of Early Childhood Special Education students, Title I students, typical peers, and children enrolled in fee-based child care. All areas of service considered, it is anticipated an unduplicated count of 320 children will be served throughout the day--6:00AM-6:00PM.

Response to Growth

- Based on the current waiting list of 139, the Early Childhood program expects to operate at full capacity within Year One. Over the 5-year period reflected in the operating budget, should the demand for Early Childhood spaces increase, fewer child care spaces will be available.

- To accommodate for future growth Joplin Schools will plan a design that will allow for easy expansion and maximization of existing spaces within the facility to be constructed North of Irving Elementary. Future planning beyond this project may focus on the construction or renovation of existing sites to serve the growing Early Childhood population.

Five Year Operating Budget Overview

Year	Revenue	Expenditures	Revenue Over Expenditures
Year One	$2,410,990	$2,198,657	$212,333
Year Two	$2,458,215	$2,257,124	$201,091
Year Three	$2,542,020	$2,321,272	$220,748
Year Four	$2,592,042	$2,387,352	$204,690
Year Five	$2,678,728	$2,455,431	$223,297
TOTAL	**$12,681,995**	**$11,619,836**	**$1,062,159**

Project Summary

- Estimated cost of project: $10,000,000

- Total square footage: approximately 40,000 sq ft.
  - Estimating $200 per square foot for facility
  - The GSA estimate for constructing child care facilities nationwide is currently $175-$200

- This budget includes:
  - Safe room reinforcements
  - ADA specifications
  - Broadband and technology inclusions to serve special needs children

- As with all of the buildings in the Joplin School District, this facility will be constructed to serve children and promote learning. Joplin Schools has a dedicated budget for this project and shall stay within the confines of that budget.



Thank you for partnering with Joplin Schools to provide quality education and services to the Early Childhood population of the Joplin community.

Joplin Schools Early Childhood Program
New Center Construction
Formal Proposal for CDBG-DR – City of Joplin Support

REVISED AS OF OCTOBER 29, 2015

Project Statement:

A growing population of children qualifying for Early Childhood services combined with a post-tornado disparity in licensed child care providers supports the need for a facility to provide half day Early Childhood services and licensed accompanying child care.

Tornado Impact on Current Program:

In May 2011, an EF5 tornado tore through Joplin and Duquesne, Missouri, leaving a 13-mile path of destruction. The tornado damaged or destroyed more than one third of the city, including thousands of homes and businesses and half of the school district. Most tragic, 161 lives were lost, including seven Joplin Schools' students and one staff member. Ten out of twenty school district buildings were damaged or destroyed resulting in financial damages of more than $100 million. More than 3,000 students lived in the path of the storm and more than 4,200 students were without a school to attend.

Joplin Schools began responding immediately by first accounting for all staff and students, then assessing the damage. All students and staff were accounted for within one week of the tornado. Attention was then turned to finding temporary schools for students. Joplin Schools made the commitment to start school on time. As promised, on August 17, 2011, 87 days after the tornado, all locations, including the following temporary locations, were ready to serve Joplin students. More than 3,200 students attended temporary facilities, including the Joplin Early Childhood population.

To accommodate displaced high school students, the Joplin Early Childhood program, previously located at Memorial Education Center, was relocated to a set of temporary FEMA trailers. The 15 FEMA trailers are located on the campus of McKinley Elementary at 610 South Forest Street, Joplin, MO, utilizing approximately 20,000 square feet of occupancy. Within four years of the disaster, permanent facilities were secured for every displaced student group with the exception of the Early Childhood program. Returning Early Childhood students to the Memorial Education Center is no longer an option as this facility is now the permanent home of Joplin Schools Administration, also displaced during tornado recovery, and

cannot appropriately serve the growing Early Childhood population. In its current facilities, the Early Childhood program is at maximum capacity and cannot serve additional students.

Current Joplin Schools Early Childhood Program:
Joplin Schools Early Childhood Program currently provides preschool education to more than 200 eligible children ages three through five. The program is financed by state and federal monies granted for this purpose. As a point of clarification, agencies outside the public school setting are ineligible to receive these funds.

The Joplin Schools Early Childhood Center is unique in that all of the teachers have been certified to teach in Missouri. They have at least a Bachelor's degree in early childhood, with most certified in Early Childhood Special Education and many with advanced degrees. All para professionals have at least 60 hours of college credit along with many hours of professional development in working with early learning. Specialized therapists are licensed by the state, including physical, occupational, and speech/language therapists. Services are provided while the child is at school. Should a child need hearing, vision or dental screening it is provided without cost. A nurse and social worker are on staff to meet the needs of the child and give families support and resources. In addition, monthly family activities are planned in order to help families learn how to encourage their child's learning at home.

The Early Childhood program is a *blended program* serving children with *special needs* who have been identified as a child with a disabilities and therefore have an Individual Educational Plan (IEP). A State-approved model for supporting young children with disabilities and developmental delays, allows the district to include "typically" developing students, otherwise not eligible for preschool programs in the public school setting. These students are referred to as *typically developing peers*. Additionally, the program supports children who are considered *at-risk* for academic failure as determined by a developmental screening tool conducted by Parents as Teachers. All students attend school one-half day, five days a week, following the district calendar. In addition, students with disabilities that are found eligible for extended school year services during the summer months forces the facility to remain open for additional weeks during the summer month. Therefore, child care will also be offered during summer months in order to continue accommodating working parents.

In addition, 68% of entering kindergarten students are currently scoring below 45% in one or more areas of the DIAL-4 screening tool, with 16% scoring below 45% in all areas. The DIAL-4 screening tool provides indicators for academic failure.

Among those students, only 25% of entering kindergarteners who attended the Early Childhood program scored below 45% in one or more areas on the DIAL-4 screening.

Joplin Schools Early Childhood Program has been located in portable FEMA classrooms since the May 2011 tornado. These temporary FEMA units occupy playground space on the campus of McKinley Elementary. In its current facilities, the Early Childhood program is at maximum capacity and cannot serve additional students. Presently, Joplin Schools does not provide before or after school care for preschoolers.

Current Community Need:

Current Community Child Care Programs:

The May 2011 tornado created a disparity in available child care for children under the age of five. Prior to the disaster, Joplin reported a capacity of 1,971 slots in licensed center-based facilities, family child care programs, and school age programs. After the disaster, as recent as August 2015, Joplin is reporting a capacity of 1,718 slots in licensed center-based facilities, family child care programs, and school age programs. Of these licensed programs, only 1,277 are slots specifically for children under the age of five.[1] This is a 16% decrease in child care capacity.

As of August 2015, Child Care Aware of Missouri reports there are 37 licensed child care providers registered in Joplin. Of these providers, only 26 serve children under the age of five. Prior to the May 2011 tornado, there were 48 licensed child care providers registered in Joplin, of these, 37 served children under the age of five.[1] This is a decrease of 11 licensed providers available to serve children under the age of five.

Since the May 2011 tornado, the number of spaces offered by licensed child care providers for children age five and under has decreased by over 300 spaces. This is an even further decrease from initial reporting in 2013.

There are licensed exempt center-based care programs that undergo inspection but not regulation by the State of Missouri. This is typically because they are are either operated by religious entities or schools. These facilities are inspected, but are not regulated by the Missouri Department of Health and Senior Services and not

[1] Supply, Capacity, & Census Data for Joplin, Missouri." *Child Care Aware of Missouri.* Child Care Aware of Missouri, 14 Aug. 2015. Web.

subject to regulation as a Child Care and Early Learning Program. Currently, there are only seven of these facilities, an increase of one since the May 2011 tornado.

Child care licensing standards implemented by the State are the minimum requirements for acceptable health, safety, and program expectations for a program to legally operate if subject to regulation as a Child Care and Early Learning Program by the Department of Health and Senior Services.

Licensing provides a baseline for such entities to operate. If subject to regulation, operating below the baseline is illegal. Licensing is not necessarily an indicator of quality care, however licensing does address State expectations of physical requirements of space and equipment, adult-child ratios, health requirements, emergency plans, record retention, accommodations, and more.

Some license exempt programs, such as the school-based Early Childhood program, while exempt from licensing, must adhere to standards for early education and special education accommodations as enforced by the Department of Elementary and Secondary Education. While the current Early Childhood program is license exempt and will be license exempt in a new facility, the accompanying half day child care proposed for children remaining in the facility will be licensed to ensure State standards are met.

Market Need:

Although the existing community programs—public and private--have often successfully met the needs of many individual children and families in the past, they do not begin to meet the needs for Early Childhood services throughout the community in the present. In fact, since the beginning of Joplin Schools Early Childhood Program nearly 20 years ago, the district continues to see a waiting list of at-risk children who are unable to receive services due to limited space and funding. The number is expected to grow as the school year continues and children are screened for Early Childhood services.

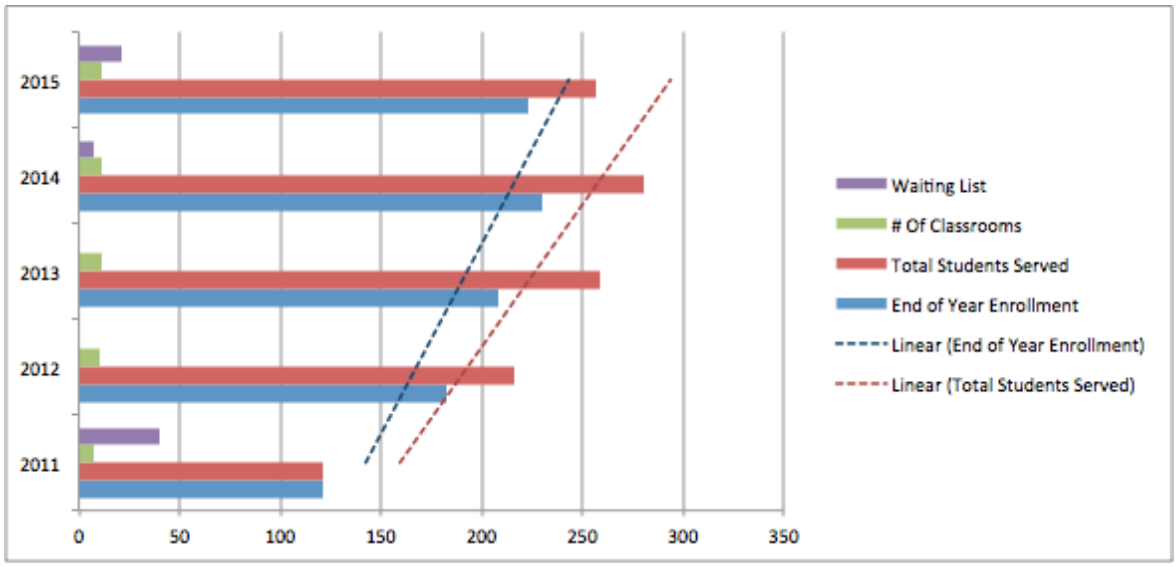
During the 2014-2015 school year, 690 kindergarten students were enrolled in Joplin Schools. According to the Missouri Comprehensive Data System, accessible on the dese.mo.gov website, Joplin Schools has served over 600 kindergarten students annually since 2004, with the highest enrollment number of 718 during the 2010-2011 school year. Combining the 2010 U.S. Census Bureau information and Joplin Schools' enrollment data, it is estimated there are approximately 700 children in each eligible age group and over 3,000 children under the age of five in the Joplin community. Based on district's annual kindergarten enrollment, Early Childhood

enrollment, waiting lists, staff surveys, and additional researched information, Joplin Schools anticipates students under the age of five will continue to need preschool and child care services.

Table 1 - Early Childhood Pattern of Demand:

Year	End of the Year Enrollment	Students Served Throughout the Year	Number of Classrooms	Students on Waiting List
2011	121	121	7	40
2012	182	216	10	0
2013	208	259	11	0
2014	230	280	11	7
2015	223	257	11	21
Ooctober 2015	NA	NA	11	**139**

Table 2 - Early Childhood Pattern of Demand Comparability:



Historically, between 2011 and 2015, although classroom space increased by four classrooms, Joplin Schools continued to see an increase in students needing services. Within the past four years, the student population served has increased by 136 students, with an annual student waiting list. As of October 8, 2015, there are

139 kids on the waiting list, 60% of these students are considered “at-risk” in at least one area according to the DIAL-4 screening.

Target Market:

The proposed Joplin Early Childhood Center will continue to offer half day educational preschool services for children ages three through five. To accommodate working parents, the center will also offer the option of half day before or after school care for children ages three through five who attend preschool at the facility, allowing children to attend school for an entire day. As a requirement for half day child care, children ages three through five must be enrolled in the preschool program.

Optional half day child care is ideal for families in need of inclusive child care for children with disabilities or special needs. Half day child care in the Early Childhood Center would create consistency for children with disabilities or special needs by creating a consistent setting with staff who have specialized training to handle chronic medical conditions or routine or emergency medical situations.

Early Childhood programming will remain accessible to LMI families. Expenses associated with child care coverage will be reasonable, affordable, and will remain competitive with private facility rates. Government assistance for child care can be accepted at any licensed facility, including this proposed facility. This assistance makes full day care affordable for LMI families and will help families access the proposed facility as they would any other licensed child care provider.

Identification of Key Customer Segments:

Joplin Early Childhood serves children ages three - five. Specifically, Early Childhood is designed to provide services for children with disabilities or students who are at risk for academic failure. In addition, a state-approved model for supporting young children with disabilities and developmental delays, allows the district to include "typically" developing students, otherwise not eligible for preschool As outlined in this proposal, children enrolled in Early Childhood services will be eligible for half day child care.

According to the Selected Economic Characteristics 2009-2013 American Community Survey, the percentage of families and people whose income fell below the poverty level in the past twelve months is high for those with children ages five and under. For all families with children age five and under, 18.6% experienced poverty. For single parent households where the mother is the head of the household with children under the age of five, 46.9% experienced poverty.[2]

[2] Selected Economic Characteristics 2009-2013 American Community Survey 5-Year Estimates.

Some households in the projected client segment will qualify to use government assistance to access child care services, but it is anticipated the majority will pay out of pocket.

Key Customer Segment Data[3]:

	Joplin	**Missouri**
Total Residents	50,789	6,044,917
Children age birth - 4	3,476	382,691
Children age birth - 4 living in poverty	939	98,274
Total families with children under 18	10,024	1,344,200
Number of women 15-50 who had birth in the last 12 months	606	80,129
Children under age 6 potentially needing child care	3,123	305,076
Working mothers with any children under age 6	2,692	273,671

Free- or Reduced-Price Meal Qualifiers and Low-Moderate Income Data:
During the 2014-2015 school year, 69.23% of students enrolled in the early childhood program qualified for free- or reduced-price meals, 62% qualified for free-price meals. In addition, of 690 Kindergarten students, 65% qualified for free- or reduced-price meals, 58% of those qualified for free-meals. This is comparative to LMI qualifications due to the fact that the free-price meal qualification threshold is more stringent than the LMI qualification threshold for the Joplin, Missouri.[4]

The existing Early Childhood program serves a high percentage of children from LMI families. Starting in July 2015, Joplin Early Childhood began collecting LMI data during student enrollment to establish a baseline for LMI qualifications. The program had a participation rate of 89%. Of these students, 67.7% are from low income households and 49.2% are from very low and extra low income households. Joplin

[3] Supply, Capacity, & Census Data for Joplin, Missouri." *Child Care Aware of Missouri*. Child Care Aware of Missouri, 14 Aug. 2015. Web.

[4] Income Eligibility Guidelines [Effective from July 1, 2014 to June 30, 2015]. *Federal Register, Vol. 79 No. 43.* Department of Agriculture, 5 March 2014. Web.

Schools used the LMI Survey Instrument issued by the Missouri Department of Economic Development with FY 2015 Section 8 Income Limits specific to Joplin, MO to determine this data. The survey was approved the the Missouri Department of Economic Development prior to use.

Child Care Disparities in Joplin, MO[5]:

	Joplin Before Tornado 5/20/11	Joplin Post-Tornado 8/14/15
Licensed Center-Based Care Facilities	25	21
Licensed Family Child Care Programs	11	5
Capacity: Licensed Center-Based Care Facilities	1,490	1,230
Capacity: Licensed Family Child Care Programs	94	48

As of August 2015, there is only one facility near the Joplin community with the capacity to readily accept a child with any disability and/or behavioral disorder: The Cerebral Palsy of Tri-County in Webb City, MO.

Program Description and Proposal:

To address this growing need, Joplin Schools Early Childhood program proposes to construct an Early Childhood Center capable of meeting the existing needs of children and parents. The proposed center will allow the district to increase existing half day educational preschool services for children ages three through five. This is the purposed focus of the facility. To accommodate working parents, as an option, the center will also offer half day before and after school care for children ages three through five who attend preschool at the facility. By combining educational preschool services, already provided by Joplin Schools, with in-demand child care, children and families benefit.

Although the issue of early childhood education is a challenge, it is imperative the community work together to provide safe and productive learning environments that support working families and are capable of serving all children, regardless of ability. The proposed center will continue to include special education and at-risk services. Certified teachers will instruct Early Childhood students with state-approved curriculum. In addition, the child care portion of the facility will work

[5] Supply, Capacity, & Census Data for Joplin, Missouri. *Child Care Aware of Missouri.* Child Care Aware of Missouri, 14 Aug. 2015. Web.

towards licensure by the State of Missouri. Early Childhood school-based services, including special education and at-risk services, will continue to operate within a typical school year calendar. The fee-based child care portion of the facility is intended to operate 12 months out of the year, including the provision of care during summer months.

Students suspected of a disability or developmental delay will continue to be referred and evaluated for Early Childhood Special Education under Individuals with Disabilities Education Act of 2004 (IDEA 2004) If a child does not have a disability, they can be eligible to receive Title I preschool services or they may be considered for a *typically developing peer* position. Students must be screened by Parents as Teachers (PAT) in order to be referred for a preschool service. PAT uses the DIAL-4 screening tool. The DIAL-4 screens the areas of language, concepts, motor skills, social/emotional skills, and self-help skills.

Joplin Schools defines "at-risk" as students found eligible for Title I.A (ESEA) preschool based on accepted deprivation model determinations coupled with a formal screening tool conducted by Parents As Teachers (PAT). The term "at-risk" is used primarily to describe a population of students with socio-economic factors that increase the chance or probability that a child may have low achievement, poor attendance, behavior issues, as well be at a higher risk of entering poverty as adults.

In addition, Joplin Schools currently plans for the Parents as Teachers Model Program to operate out of the proposed center. The Early Childhood Program will continue to work closely with Economic Security's Head Start program, MO First Steps Early Intervention, the Cerebral Palsy Center of Tri-County, and United Way's Success by Six program. It is the goal of the proposed center to foster these relationships. Partnership with these entities can include, but is not limited to, providing space for classrooms and services, hosting community meetings and professional development, and providing parent resources.

Economic Impact:

- Early childhood education and child care are a critical component of Joplin's economic recovery and growth.[6]
- Studies of high-quality early education programs for at-risk children have shown that these programs can save as much as $16 for every dollar invested.[7]

[6] Schaefer, S., Gates, S., & Kiernan, M. (2013). Strengthening Missouri Businesses through Investments in Early Care and Education. *America's Edge*. Retrieved from http://dss.mo.gov/cbec/pdf/americas-edge-report-2013.pdf

- Early childhood education and child care can help Joplin attract the best employees with the availability of quality early learning for their children.[6]
- Even in tough economic times, businesses often struggle to attract qualified applicants to fill skilled positions. Having access to quality early childhood education and child care services help parents stay in the workforce.[6]
- With limited funds available to help businesses and our economy get back and stay on track, few investments make as much sense for Missouri businesses' balance sheets as do investments in high-quality early childhood education and child care.[6]
- Working parents lose **Five - Nine** days of work annually due to child care issues.[6]

Fee for Service:

Proposed Center Fees and Comparative Costs

Cost of Care - Average Full Time Weekly Care:

Joplin, MO	**Weekly Cost of Care**
Center-Based Care	$111
Family Child Care Programs	$77

Cost of Care - Proposed Services:

Joplin Early Childhood	**Weekly Cost of Programming**
Special Education (continued service)*	none
Title I - At Risk (continued service)**	none
Half Day Before/After Program Care	$88

- **Special Education services and Title I services are currently provided at the existing Joplin Early Childhood facility.*
- ***Joplin Schools Title I.A (ESEA) budget, sets aside funds annually and serves approximately 100 students at this time. This may increase with additional space.*
- *Joplin Schools will accept subsidies for families who qualify.*
- *Prices above may change to meet market demand for services in the area.*

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[7] Schweinhart, L., Montie, J., Xiang, Z., Barnett, W., Belfield, C., & Nores, M. (2005). The High/Scope Perry Preschool Study Through Age 40: Summary, Conclusions, and Frequently Asked Questions. *HighScope Press*. Retrieved from http://www.highscope.org/file/Research/PerryProject/specialsummary_rev2011_02_2.pdf

Capital Project Information:

Joplin Schools proposes to combine a $5,000,000 CDBG-DR grant from the City of Joplin with a $5,000,000 CDBG-DR grant from the State of Missouri to construct the new Joplin Early Childhood Center. Joplin Schools will provide property, donated by Mercy Hospital, for the new Early Childhood Center. The proposed building will consist of an approximately 32,000 - 40,000 square foot facility and will adhere to ADA specifications. The playground areas will be fully fenced for safety and will include handicapped-accessible and age appropriate playground equipment.

The center will have space for indoor activities and meal preparation. The center will also have rooms available for therapists to work with students directly to meet the needs of a child's Individual Educational Plan. Indoor playrooms will contain developmentally appropriate toys, games, books, and technology for educational purposes. A lending library will be established to ensure that books are available to families enrolled in the center. Additionally, the building will have reinforced safe rooms to provide shelter during inclement weather for students and employees.

The proposed building is estimated to cost $200 per square foot. This includes considerations for ADA specifications, broadband and technology inclusions, and safe room reinforcements. This estimate per square foot is comparable to current GSA estimates for nationwide construction of child care facilities which is between $175 and $200 as of November 2014. This facility is to be constructed immediately North of the existing Irving Elementary. This location provides the opportunity for connecting the two buildings for potential space and resource sharing.

As with all of the buildings in the district of Joplin Schools, this facility will be constructed to serve children and promote learning. Joplin Schools has a budget of $10,000,000 for this proposed project and shall stay within the confines of that budget.

The proposed project budget is as follows:

Total Capital Budget:

Total Revenue Budget:

CDBG revenues		
State of Missouri (proposed)	$5,000,000	
City of Joplin (proposed)	$5,000,000	
Total Revenues		**$10,000,000**

Total Expenditures Budget:

Building construction (includes construction, professional services, and contingency)	$9,650,000	
Grant administration services:		
City of Joplin - Grant Administration, Activity Delivery	$250,000	
● City of Joplin - Joplin Schools Project Management	$50,000	
● State of Missouri - Joplin Schools Project Management	$50,000	
Land - donated by Mercy	$0	
Total Expenditures		**$10,000,000**

Joplin Schools will contribute up to $125,000 FF&E for classrooms. Purchases will be based on need. Early Childhood, through sustained revenues, will reimburse the district's effort for upfront FF&E purchases.

Joplin Schools proposes use of the two CDBG-DR funding sources in the following way:

Activities To Be Funded	
City of Joplin CDBG-DR Grant	State of Missouri CDBG-DR Grant
Grant Administrator	Grant Administrator
Environmental Assessment	Contract & Labor Standards Review
Project/Proposal Review	Construction Procurement & Work
MOU Preparation/Review	A/E Procurement & Work
A/E Procurement & Work	Record Keeping
Construction Procurement & Work	Close Out
Record Keeping	
Close Out	

Start-up Summary:

Amanda Boyer, Director of Early Childhood Education, will supervise the day-to-day operations of Joplin Schools Early Childhood Center. Additional certified Early Childhood teachers and paraprofessionals will be hired to meet the needs of student enrollment. Paraprofessionals, including care personnel will attend professional development to ensure high quality and developmentally appropriate activities for children of all ages served in the facility.

Operating Principles:

- Early Childhood classes for ages three-five operate from 8:00am - 11:00am and 12:00pm - 3:00pm; most children attend one session.
- The child care portion of the facility will operate from 6:00am to 6:00pm.
- The Early Childhood calendar mirrors the Joplin Schools K-12 calendar.
- The child care portion of the facility (fee-based operations) are based on 44-week calendar year; based on demand, additional full day fee-based operations will be available during the 7-week summer intercession. This purposefully creates a 51-week calendar to allow up to one week of closures.
- Operations will be self-supporting and sustainable without any subsidy of general revenue or expenditures from the Joplin Schools K-12 budget or operating balances.

- Child care costs will be per week; $88/week for half day child care during the 44-week calendar year and $176/week full day child care during the 7-week summer intercession.
- Meal costs will be added to weekly billings; breakfast is $0.80, lunch/supper is $1.60.
- Staffing will flex with enrollments to avoid funding deficits while meeting student to staff ratio requirements.
- Enrollment priority will be given to:
    - Special Education
    - Title I (within budget)
    - Joplin High School students with children
    - Low-Moderate Income Families (i.e. Early Head Start students)
    - General public
- Joplin Schools Early Childhood Center will promote available funding options for qualified patrons.

Enrollment Projections:

Projected number of students in building AM: 260
Projected number of students in building PM: 260

Joplin Schools projects providing approximately 260 AM seats for children ages three - five years and 260 PM seats for children ages three - five years old in this facility. These seats are a combination of Early Childhood Special Education students, Title I students, typical peers, and children enrolled in fee-based child care. All areas of service considered, it is anticipated an unduplicated count of 320 children will be served throughout the day--6:00AM-6:00PM.

Projected Enrollment for Proposed Operating Budget:

Service	**Child Care** (fee-based)*
Projected Enrollment	200 (100 AM, 100 PM)
Weekly Fee	x $88/week for 44 weeks
Total:	**$774,400**

**Half day Child Care is different from Early Childhood services. Participation in half day Child Care is a fee-based, voluntary option that will be available to accompany half day Early Childhood services so that children may remain in one location for an entire day.*

The above table is reflective of projected enrollment for half day child care during the 44-week school year. A 7-week summer intersession will be available based upon demand. Families with children participating in Early Childhood sessions are not charged for Early Childhood services, thus fees for Early Childhood services are not reflected on this table.

Joplin Schools plans to operate the proposed facility at full capacity by the end of Year One. Over the 5-year period reflected in the Operating Budget, should the demand for Early Childhood spaces increase, fewer child care spaces will be made available. To accommodate for future growth a design will be planned to allow for easy expansion of existing spaces within the facility to be constructed north of Irving Elementary. Future planning beyond this project may focus on the construction or renovation of existing sites to serve the growing Early Childhood population.

Five Year Proposed Child Care Fee Schedule:

Years One & Two	$88/week for 44 weeks
Years Three & Four	$92/week for 44 weeks
Year Five	$96/week for 44 weeks

Joplin Early Childhood Center Proposed Operating Budget:

REVENUES - YEAR ONE

	Child Care	Early Childhood	Total
Title I	$ 0	$ 170,000	$ 170,000
Special Education	$ 0	$ 1,279,340	$ 1,279,340
Fees $88/wk for half day	$ $774,400	$ 0	$ 774,400
Meals	$ 187,250	$ 0	$ 187,250
Total	**$ 961,650**	**$ 1,449,340**	**$ 2,410,990**

EXPENDITURES - YEAR ONE

Salaries:	Child Care	Early Childhood	Total
Program Director/Support Staff	$ 0	$ 133,150	$ 133,150
Teaching Staff (ECSE and Title I)	$ 0	$ 615,000	$ 615,000
*Aides /Day Care Staff (12 ECSE Aides, 17 day are staff)	$ 323,697	$ 200,000	$ 523,697
Specialists (therapist/psychologist etc.)	$ 0	$ 160,000	$ 160,000
Benefits:	$ 133,230	$ 291,190	$ 424,420
Building operations (supplies, books, insurance, utilities, repairs)	$ 105,140	$ 50,000	$ 155,140
Meals/food service staff	$ 187,250	$ 0	$ 187,250
Total	**$ 749,317**	**$ 1,449,340**	**$ 2,198,657**
Revenue over expenditures	**$ 212,333**	**$ 0**	**$ 212,333**

REVENUES - YEAR TWO

	Child Care	Early Childhood	Total
Title I	$ 0	$ 175,100	$ 175,100
Special Education	$ 0	$ 1,317,720	$ 1,317,720
Fees $88/wk for half day	$ 774,400	$ 0	$ 774,400
Meals	$ 190,995	$ 0	$ 190,995
Total	**$ 965,395**	**$ 1,492,820**	**$ 2,458,215**

EXPENDITURES - YEAR TWO

Salaries:	Child Care	Early Childhood	Total
Program Director/Support Staff	$ 0	$ 135,813	$ 135,813
Teaching Staff (ECSE and Title I)	$ 0	$ 627,300	$ 627,300
*Aides /Day Care Staff (12 ECSE Aides, 17 day are staff)	$ 330,171	$ 204,000	$ 534,171
Specialists (therapist/psychologist etc.)	$ 0	$ 163,200	$ 163,200
Benefits:	$ 135,895	$ 311,507	$ 447,402
Building operations (supplies, books, insurance, utilities, repairs)	$ 107,243	$ 51,000	$ 158,243
Meals/food service staff	$ 190,995		$ 190,995
Total	**$ 764,304**	**$ 1,492,820**	**$ 2,257,124**
Revenue over expenditures	**$ 201,091**	**$ 0**	**$ 201,091**

REVENUES - YEAR THREE

	Child Care	Early Childhood	Total
Title I	$ 0	$ 180,353	$ 180,353
Special Education	$ 0	$ 1,357,252	$ 1,357,252
Fees $92/wk for half day	$ 809,600	$ 0	$ 809,600
Meals	$ 194,815	$ 0	$ 194,815
Total	**$ 1,004,415**	**$ 1,537,605**	**$ 2,542,020**

EXPENDITURES - YEAR THREE

Salaries:	Child Care	Early Childhood	Total
Program Director/Support Staff	$ 0	$ 138,529	$ 138,529
Teaching Staff (ECSE and Title I)	$ 0	$ 639,846	$ 639,846
*Aides /Day Care Staff (12 ECSE Aides, 17 day are staff)	$ 336,774	$ 208,080	$ 544,854
Specialists (therapist/psychologist etc.)	$ 0	$ 166,464	$ 166,464
Benefits:	$ 142,690	$ 332,666	$ 475,356
Building operations (supplies, books, insurance, utilities, repairs)	$ 109,388	$ 52,020	$ 161,408
Meals/food service staff	$ 194,815	$ 0	$ 194,815
Total	**$ 783,667**	**$ 1,537,605**	**$ 2,321,272**
Revenue over expenditures	**$ 220,748**	**$ 0**	**$ 220,748**

REVENUES - YEAR FOUR

	Child Care	Early Childhood	Total
Title I	$ 0	$ 185,764	$ 185,764
Special Education	$ 0	$ 1,397,967	$ 1,397,967
Fees $92/wk for half day	$ 809,600	$ 0	$ 809,600
Meals	$ 198,711	$ 0	$ 198,711
Total	**$ 1,008,311**	**$ 1,583,731**	**$ 2,592,042**

EXPENDITURES - YEAR FOUR

Salaries:	Child Care	Early Childhood	Total
Program Director/Support Staff	$ 0	$ 141,300	$ 141,300
Teaching Staff (ECSE and Title I)	$ 0	$ 652,643	$ 652,643
*Aides /Day Care Staff (12 ECSE Aides, 17 day are staff)	$ 343,509	$ 212,242	$ 555,751
Specialists (therapist/psychologist etc.)	$ 0	$ 169,793	$ 169,793
Benefits:	$ 149,825	$ 354,693	$ 504,518
Building operations (supplies, books, insurance, utilities, repairs)	$ 111,576	$ 53,060	$ 164,636
Meals/food service staff	$ 198,711	$ 0	$ 198,711
Total	**$ 803,621**	**$ 1,583,731**	**$ 2,387,352**
Revenue over expenditures	**$ 204,690**	**$ 0**	**$ 204,690**

REVENUES - YEAR FIVE

	Child Care	Early Childhood	Total
Title I	$ 0	$ 191,337	$ 191,337
Special Education	$ 0	$ 1,439,906	$ 1,439,906
Fees $96/wk for half day	$ 844,800	$ 0	$ 844,800
Meals	$ 202,685	$ 0	$ 202,685
Total	**$ 1,047,485**	**$ 1,631,243**	**$ 2,678,728**

EXPENDITURES - YEAR FIVE

Salaries:	Child Care	Early Childhood	Total
Program Director/Support Staff	$ 0	$ 144,126	$ 144,126
Teaching Staff (ECSE and Title I)	$ 0	$ 665,696	$ 665,696
*Aides /Day Care Staff (12 ECSE Aides, 17 day are staff)	$ 350,379	$ 216,487	$ 566,866
Specialists (therapist/psychologist etc.)	$ 0	$ 173,189	$ 173,189
Benefits:	$ 157,316	$ 377,624	$ 534,940
Building operations (supplies, books, insurance, utilities, repairs)	$ 113,808	$ 54,121	$ 167,929
Meals/food service staff	$ 202,685	$ 0	$ 202,685
Total	**$ 824,188**	**$ 1,631,243**	**$ 2,455,431**
Revenue over expenditures	**$ 223,297**	**$ 0**	**$ 223,297**

Assumptions:

- Child Care fees per week: $88/half day.
- Child Care operations based on 44-week calendar school year; Early Childhood services based on a 44-week K-12 calendar school year.

Additional full child care will be available during the 7-week summer intercession, based on demand.

- All children qualifying for Title I or ECSE pay same rate if participating in day care - $88/half day.
- Child Care/aide staff will be hired progressively to meet enrollment demand.
- Fee-based Child Care enrollment is computed based on projected Early Childhood enrollment.
- The Early Childhood budget is a direct reflection of expenditures. The Missouri Department of Education reimburses Early Childhood Special Education expenditures, Joplin Schools budgets accordingly.

Five Year Operating Budget Overview:

Year	Revenue	Expenditures	Revenue Over Expenditures
Year One	$2,410,990	$2,198,657	$212,333
Year Two	$2,458,215	$2,257,124	$201,091
Year Three	$2,542,020	$2,321,272	$220,748
Year Four	$2,592,042	$2,387,352	$204,690
Year Five	$2,678,728	$2,455,431	$223,297
TOTAL	**$12,681,995**	**$11,619,836**	**$1,062,159**

Operating surplus from the Early Childhood program will be used first to reimburse Joplin Schools for the cost of FF&E to begin operations. Surplus revenue will be used to purchase any supplies needed for programming thereafter; one hundred percent of positive revenue is intended to be expended within the Early Childhood program or as directed by the Joplin Schools Board of Education.

Operating surplus will provide a balance to absorb any potential short-term operating deficits that may occur due to lag time between enrollment inconsistencies (i.e. drops and replacements) and provide a capital outlay budget source of funds to replace or expand building or FF&E assets in the future.

Executive Summary:

The Joplin Schools Early Childhood Program currently serves children ages three - five years old. This includes children who are considered at-risk for academic failure

and those with developmental delays and disabilities. These students attend school one-half day, five days a week, following the district calendar. Although this program has been successful for many children, in its existing facility, it does not begin to meet the community's need for Early Childhood services. There is a continuous waiting list for students in need of services.

The Early Childhood Program has been located in portable FEMA classrooms since the May 2011 tornado. These FEMA trailers, intended to provide a temporary solution, are not a long term solution for preschool programming. In these current facilities, the Early Childhood program is at maximum capacity and cannot serve additional students, despite the continuous demand for service.

In addition to space for increased Early Childhood services, research indicates there is also a need for child care. As a result of the May 22, 2011 tornado, the community lost half of its child care providers in the immediate aftermath of the disaster. According to Child Care Aware of Missouri, while some child care providers have recovered, available capacity in licensed child care programs and facilities is still down despite a steady population of children under the age of five.

Joplin Schools believes this proposal is a unique approach to Early Childhood Education. The district understands that children, especially children with special needs, can benefit from high-quality early education as they develop in their early years. The ability to continue providing half-day Early Childhood services to students as well as an accompanying half-day Child Care option, has tremendous benefits for working parents and the Joplin economy.

The Joplin Early Childhood Center is a facility the community must have to support families and the Joplin community in its continued recovery efforts. Parents need to be employable to help the economic growth of the city, and many of these working parents require specific early child care services to meet the needs of their children that are currently not available in the community.

Through a combination of well-priced services, operating hours to meet the needs of parents, outstanding curriculum endorsed by the State of Missouri Department of Education, developmental therapeutic services, and a well-organized educational team with state teacher certification, this proposed center will provide a safe and secure educational child care environment for families that live and work in Joplin.

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 2, 2015
ITEM: Council Bill No. 2015-008 authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services.

ORIGINATING DEPARTMENT: City Manager
ATTACHMENTS: Council Bill No. 2015-008; Exhibit "1": Agreement.

DEPARTMENT HEAD:	N/A
FINANCE:	Leslie Haase
LEGAL:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves an Agreement for economic development consulting services between the City of Joplin and the Joplin Area Chamber of Commerce.

DISCUSSION:

The Agreement between the City of Joplin and the Joplin Area Chamber of Commerce has been updated to better define the responsibilities and rights of both parties, including the itemization of specific deliverables for use in evaluating the services of the Joplin Area Chamber of Commerce. These areas include economic development infrastructure, business retention and expansion, business attraction, strengthened relationship with state and regional economic development organizations, and reports and presentations to the Mayor and City Council. Each area of delivery has a detailed list of performance measures for use in evaluating the services of the Joplin Area Chamber of Commerce as to that particular piece. Additionally, the Joplin Area Chamber of Commerce will provide an itemized billing to the City of Joplin, and comply with all Missouri Sunshine Law requirements related to the Agreement.

RECOMMENDATION:

Staff presents this Council Bill on an Emergency basis.

PCE/JLP:ab
attachment

COUNCIL BILL NO. 2015-008 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Joplin Area Chamber of Commerce, retaining the Joplin Area Chamber of Commerce for the provision of economic development consulting services, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "1", be and the same is hereby, approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Agreement needs to be in place for the 2015-2016 fiscal budget year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2015, by and between **CITY OF JOPLIN, MISSOURI,** a constitutionally chartered Missouri municipal corporation (hereinafter "City"), and **JOPLIN AREA CHAMBER OF COMMERCE**, a Missouri Benevolent Corporation (hereinafter "JACC")**.**

WHEREAS, the City wishes to contract for Economic Development Consulting Services, and;

WHEREAS, JACC wishes to provide Economic Development Consulting Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. **Term**. This Agreement shall be for a term of one (1) year, effective November 1, 2015, and ending October 31, 2016. This contract may be terminated by either party with sixty (60) days written notice with or without cause.

2. **Renewal Terms.** This Agreement shall automatically renew for successive one (1) year terms unless either party terminates the Agreement or in the event a new agreement is executed. Any renewal term is contingent on and subject to budget appropriation adopted annually by the City Council.

3. **Services to be Provided.** During the term of this Agreement, JACC shall:

- Serve as the City's first point of contact for economic development services.
- Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.
- Produce materials that market and promote the City including a website and information packets for prospective businesses.
- Provide quarterly market analyses on number of jobs, job sectors, and wages compared to state and national statistics.
- Build mutually beneficial relationships with national, state, and regional entities engaged in economic development.
- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.

- Provide all deliverables and performance measures outlined herein.

4. **Fees and Expenses.** The City agrees to pay JACC a consulting fee for the services outlined in this Agreement (the "Fee"). The Fee shall be paid in monthly payments to JACC. The Chamber shall submit an invoice with detailed supporting documentation within 15 days from the end of each calendar month describing the services provided and expenses reimbursable by City incurred in the prior month. The Fee is subject to and conditioned on budget appropriation from the City Council and the Fee for each renewal term may be increased or decreased each year based on the budget appropriation from the City Council. Any reimbursement request not deemed to be documented satisfactorily, isn't consistent with the approved JACC line item budget, or the City deems as inappropriate shall not be reimbursed by the City. Provided, reimbursement approval will not unreasonably be withheld.

5. **Notices.** Any notice required to be given under this Agreement shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed), or overnight courier.

6. **Applicable Law and Venue.** This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

7. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

8. **Amendments and Waivers.** Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

9. **Performance Measures.** JACC shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the Agreement.

A. **Economic Development Infrastructure.** The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Joplin. The City will work to identify future development sites, and work to complete necessary task so that sites are more "ready" for immediate business opportunity availability.

Performance measures:

- Positive relationship with the Missouri State Economic Development Council & Appropriate communicated vision for Joplin.

- Marketing Materials Directed Toward Target Industries
- Creation and distribution of Industry packets, promotional materials such as videos, DVD's, etc.
- Real Estate Development – identify and market as needed sites & buildings ready for development.
- Establish market Statistics & Demographics
- Develop Regional partnerships by working with the regional economic development council.
- Work with existing employers to develop workforce; attract quality employees to the City.
- Assess and advise City on needs for potential site development.

B. **Business Retention and Expansion.** The City wants to ensure existing businesses thrive and remain or expand in Joplin. JACC shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Joplin. JACC shall develop concepts which promote existing business.

Performance measure:

- Development of business community data
  - Retention rate for existing businesses
  - Existing employee headcount
  - Other data as reasonably requested by and coordinated with the City
- Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.
- Bring or organize appropriate seminars and training to Joplin, MO, or offered within the region that would benefit Joplin-based companies.
- Execute an ongoing call program with existing major employers.
- Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Joplin.
- Develop or recommend training & education opportunities to start-up businesses.
- Provide resources to entrepreneurs as requested.

C. **Business Attraction.** JACC shall take steps necessary to ensure that Joplin competes at local, state, national, and international levels for prospective businesses. In addition, JACC shall actively promote the City at the state, national, and international levels, particularly to companies in the advanced manufacturing, distribution, transportation, and technology. JACC acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and JACC will pursue companies in the targeted sectors that meet those goals.

Performance measure:

- Conduct a minimum of 10 promotional or marketing visits annually, either in Joplin or at the site selector's location.

- Evaluate, recommend, and attend a minimum of 2 trade shows or similar events annually. Communicate and encourage attendance at such events by Administration Staff and/or Elected Officials.
- Measurement and tracking of number of home grown businesses locating in Joplin
- Measurement and tracking of new businesses in Joplin.
- Report on employee headcount, wages, and capital investment attributed to new businesses.
- Assistance in the coordination and development of a regional economic development council.
- Advise on number of business contacts made and status of pending projects.
- Active website, updated content,
- Report quarterly on website activity.
- Maintain & review community profile with state and regional economic development agencies.

D. Strengthened Relationship with State and Regional Economic Development Organizations. These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Joplin can do to provide an attractive business package. JACC shall serve as the primary point of contact for the City for economic development related purposes.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations
- Documented efforts and participation in regional partnership
- Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for Joplin

E. Market Statistics and Demographics. The City is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Joplin, MO.

Performance measure:

- Utilize and provide updated market, trend, and demographic analysis through current studies.

F. Reports and Presentations to the Mayor and City Council. JACC shall provide a written report for the Mayor and City Council on a monthly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written report monthly to Mayor and City Council.
- Quarterly presentation to Council.
- Timely updates to Mayor and City Council on potential and ongoing projects as necessary.

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of JACC. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects JACC to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development efforts.

G. Performance Matrix. The parties agree that the Chamber's annual goal for job creation and new construction for the initial term of this Agreement are as follows:

- Fifty (50) new jobs that pay $25.00 per hour plus health care benefits for employee and family.
- Sixty (60) new jobs that pay $22.00 per hour plus health care benefits for employee and family.
- One Hundred (100) new jobs that pay $20.00 per hour plus health care benefits for employee and family.
- Five Million Dollars ($5,000,000.00) in new business construction with no abatements.
- Fifteen Million Dollars ($15,000,000.00) in new business construction that include tax abatements.

10. **Budget, Audit and Accounting**. JACC shall submit a proposal identifying how City funds will be utilized by JACC during the next fiscal year. Said proposal shall identify programs and special projects and shall set forth a budget. Based upon the proposal submitted by JACC and upon approval by the City Council, JACC shall file annually, before July 1st of each year, a report with the City Manager and the City Clerk outlining the economic development services and activities provided by JACC under this Agreement. The parties acknowledge that JACC may reallocate expenditures among the budget line items as necessary through the year so long as the total City appropriation is not changed. JACC shall give the City written notification of any reallocation. Payment of invoices will be contingent on the Chamber providing proper documentation for all expenses and the expenses being eligible expenses based on the approved proposal. JACC shall provide the City with a statement from the JACC Auditor, in a form approved by the City and the JACC Auditor, stating that City funds were used as intended. JACC will make its complete Audit available to the City to review, upon request. For this Agreement covering the initial term, the budget proposal is attached hereto and incorporated herein as Exhibit A.

11. **Missouri Sunshine Law.** City contracts and documents prepared for the City while performing city contractual work may be subject to the Missouri Sunshine Law. If a Sunshine request is presented to the City, JACC will assist the City to provide copies of Public

Records generated by JACC as prescribed in the Missouri Sunshine Law. In such instance, only legally authorized photocopying costs pursuant to the Missouri Sunshine law may be assessed for this compliance.

12. **Independent Contractor Indemnification.** The parties to this Agreement agree that JACC is an independent contractor and shall not, under any circumstances, be deemed an employee of the City. JACC to indemnify, defend, and hold harmless the City, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, or of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this Contract.

13. **Indemnification.** JACC shall abide by all federal, state and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this Agreement, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.

14. **Workers' Compensation Insurance.** JACC shall provide any workers' compensation insurance for its employees as required by State law. JACC shall also maintain motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

15. **Equal Employment Opportunity.** This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. JACC shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

16. **Conflicts of Interest.** JACC agrees that no employee of JACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with JACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOR THE CONSULTANT
Joplin Area Chamber of Commerce

FOR THE CITY OF JOPLIN

BY: _____
Rob O'Brian
President

BY: _____
Samuel L. Anselm
City Manager

Date: _____

ATTEST: _____
Barbara L. Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

EXHIBIT A

Economic Development Funding

Chamber:

Salaries	$ 99,000.00
Marketing, Advertising:	$ 14,000.00
Professional Dues & Development	$ 12,000.00
Prospect/Consultant Hosting & Travel	$ 15,000.00
Business Retention & Expansion	$ 3,000.00
Retail Attraction	$ 22,000.00
Communications/ Mobile/internet	$ 12,000.00
Office Supplies/Publications/Mail	$ 3,000.00
Data Systems & Equipment Support	$ 20,000.00
TOTAL OPERATING EXPENSES	$200,000.00

Regional:

Trade Shows:	$50,000.00
E-marketing:	$20,000.00

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: November 2, 2015
ITEM: Council Bill No. 2015-009 authorizing the City of Joplin to enter into an Agreement with the Joplin Sports Authority for the purpose of providing marketing services.

ORIGINATING DEPARTMENT: City Manager
ATTACHMENTS: Council Bill No. 2015-009; Exhibit "A": Agreement.

DEPARTMENT HEAD:	N/A
FINANCE:	Leslie Haase
LEGAL:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves an Agreement for marketing services between the City of Joplin and the Joplin Sports Authority.

DISCUSSION:

On December 17th, 2007, the City of Joplin and the Joplin Sports Authority ("JSA") entered into a Separation Agreement. The purpose of said separation was "to provide more effective sports marketing for the citizens of the City." At the same time, the City contracted the JSA "for the purpose of attracting, promoting, providing and supporting local, state, regional, national, and international sporting events to the City area which will provide positive economic impact and enhance the quality of life for the residents of the City." The Agreement is an updated contract between the City of Joplin and the JSA. The Agreement engages the JSA for the purpose of attracting, promoting, providing and supporting local, state, regional, national, and international sporting events to the Joplin area which will provide positive economic impact and enhance the quality of life for the residents of the Joplin area. The Agreement is set to renew automatically for successive one-year terms, subject to budget appropriation by the City and unless it is terminated.

RECOMMENDATION:

Staff presents this Council Bill on an Emergency basis.

PCE/JLP:ab
attachments

COUNCIL BILL NO. 2015-009 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Sports Authority for the purpose of providing marketing services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Joplin Sports Authority, retaining the Joplin Sports Authority for the provision of marketing services, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Agreement needs to be in place for the 2015-2016 fiscal budget year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT

This Agreement, entered into this _____ day of _____, 2015, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "CITY" and the Joplin Sports Authority, a corporation formed and existing under the general Not-For-Profit Corporation Act of Missouri, hereinafter referred to as "JSA."

WITNESSETH:

WHEREAS the CITY desires to engage the JSA and the JSA desires to be engaged for the purpose of attracting, promoting, providing and supporting local, state, regional, national, and international sporting events to the CITY area which will provide positive economic impact and enhance the quality of life for the residents of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. SERVICES. The JSA shall promote sports marketing for regional, nation and international sporting events for the CITY including, but not limited to, attracting, promoting, supporting and managing sporting events. Its main responsibility shall be the promotion of the City of Joplin as a sporting event destination and management of such events. It is understood that JSA desires to expand its activities into the region; however, in no event shall any funds paid by the CITY be utilized to promote any other city or any event except that such funds may be utilized to promote events whose scope is beyond the facilities within the City provided that CITY is the primary location for such event.

2. TERM. The term of this Agreement shall be for a period of one (1) year commencing on November 1, 2015, and continuing to and until October 31, 2016. Thereafter the

terms, covenants, and conditions of this Agreement shall automatically renew for successive one (1) year terms unless either party shall have terminated this Agreement in accordance with the provisions of Paragraph 10, or in the event of non-appropriation in accordance with the provisions of Paragraph 5.

3. REPORTS AND AUDITING. The JSA shall provide monthly financial reports to the CITY within thirty (30) days of the end of every month. The JSA shall also submit bi-annual reports of its sports development activities to the aforementioned CITY officials. The JSA shall keep appropriate books and records relative to this Agreement. Said books and records shall be open for inspection at reasonable times by the Director of Finance or by any persons or entities designated by the CITY to perform audits. JSA agrees understands and agrees that it shall be considered a component unit of the CITY and shall cooperate in every material way with auditors and other financial analysts of the CITY. The JSA agrees to furnish the CITY an annual audit report prepared by a Certified Public Accountant not later than December 31st of each year. The JSA agrees that it is subject to Chapter 610 of the Revised Missouri Statutes and shall comply in all respects to the Missouri Open Records laws.

4. COMPENSATION. As and for the services provided herein, the CITY agrees to pay to JSA an amount equal to Thirty percent (30%) of the actual receipts from the four percent (4%) lodging tax levied by the City of Joplin. Such amount shall be paid to JSA monthly on or about the last day of the month during the term of this Agreement. For any renewal term, the amount of compensation shall be fixed annually by the budget appropriation by the Joplin City Council as adopted by the CITY.

5. NON-APPROPRIATION. This Agreement is subject to the annual appropriation by the Council of the City of Joplin. In the event the Council shall fail to budget

the funds described herein, this Agreement shall be terminated without further payment or liability to the CITY.

6. STAFFING. The JSA will employ at least one (1) individual of suitable training, qualification, and experience, whose main responsibility shall be the promotion of the City of Joplin, Missouri, as a sporting event destination. The JSA will also supply any necessary support staff, transportation, and any and all other things necessary for the aforementioned individual to effectively perform said duties.

7. FACILITIES. JSA shall be required to lease CITY facilities and pay the same rates for usage as any other similar entity. All event planning and facility utilization shall be on a first-come / first-serve basis.

8. INDEPENDENT CONTRACTOR. It is expressly understood that the JSA is in all respects, an independent contractor, and the only liability of the CITY created by the terms of this Agreement is the obligation to pay the JSA for services rendered as hereinabove set forth. The JSA agrees to add the CITY as an additional insured on its comprehensive general liability insurance policy. The JSA shall carry and provide the CITY with an insurance certificate and notice prior to sixty (60) days before terminating or materially amending any such insurance policy.

9. BOARD OF DIRECTORS MEMBERSHIP. The Mayor of the City of Joplin or his designee among the Council of the City of Joplin shall at all times during this agreement remain an ex-officio member of the JSA Board of Directors. In addition, the City of Joplin Parks and Recreation Director and the City of Joplin Convention and Visitors Bureau Director shall be members of the JSA Board of Directors and shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate issues. In no event shall the JSA

Board of Directors amend the Bylaws of the corporation relating to membership existing on the date of the execution of this agreement without first receiving the consent of the Council of the City of Joplin.

10. TERMINATION. Termination of this Agreement may occur prior to the date agreed upon by the parties herein in the following manner:

a. Either party at any time, sixty (60) days' written notice, may terminate this contract; or,

b. If either party fails to comply with the terms of this Agreement, the other party may terminate this Agreement by providing thirty (30) days' written notice of its intent to terminate. Provided however, the alleged non-performance of Paragraph 1 of this agreement shall not be cause for such termination.

c. In the event of termination or non-appropriation pursuant to the terms of this Agreement, all equipment shall remain the property of the JSA, but the JSA shall provide the CITY with all pertinent information regarding the current status of any event, promotion, inducement, or retention efforts in any stage of progress at that time.

11. INSURANCE. JSA shall, during the term of this Agreement, and any extensions hereof, maintain in full force and effect, a commercial general liability insurance policy which specifically covers all exposures incident to the JSA's operations under this Agreement. Such insurance shall be with a company acceptable to the CITY and the policy shall be in an amount of not less than $2,000,000.00 Combined Single Limit for personal bodily injury, including death, and $100,000.00 for property damage liability. The Policy shall be endorsed to show the City of Joplin, a municipal corporation, as an additional insured as its interests may appear, and

shall also provide that insurance shall not be canceled, limited, materially altered, or non-renewed until after sixty (60) days' written notice has been given to the CITY. Current certificates of insurance evidencing required coverage must be on file with the CITY at all times. JSA expressly understands and agrees that any insurance protection furnished by JSA shall in no way limit its responsibility to indemnify and save harmless, the CITY under the provisions of Section 13. of this Agreement.

12. INDEMNITY. JSA agrees to indemnify and hold harmless and defend the CITY, its agents, officers, employees, and members of the City Council, from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney fees, suits, demands, and judgments of any nature, because of bodily injury to, or death of, any person or persons, because of the negligent or intentional acts of the JSA, its agents, employees or subcontractors arising under this Agreement, and also any claims arising under any and all federal, state and local laws or administrative rules. JSA shall reimburse the CITY for any and all costs, including attorney fees, incurred by the CITY by reason of any liability, claim or damage, or cause of action asserted or sustained against the CITY. JSA shall maintain appropriate liability insurance as set forth in this Agreement, naming the City of Joplin as an additional insured.

13. WORKER'S COMPENSATION INSURANCE. JSA shall be required to maintain worker's compensation coverage and insurance for every employee of the JSA, even though JSA may be exempt from the requirement to carry said insurance under Missouri law. A current certificate of insurance evidencing required coverage must be on file with the CITY at all times. Failure to maintain said insurance will result in the CITY withholding the applicable coverage amounts from compensation due to JSA under this Agreement to pay the costs of said coverage and insurance.

14. **NOTICES.** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class, Postage Prepaid, Certified - Return Receipt Requested, (except for rent payments) to the Landlord as follows:

City of Joplin, Missouri
Samuel L. Anselm, City Manager
602 South Main Street
Joplin, Missouri 64801

and to JSA as follows:

Joplin Sports Authority, Inc.
Executive Director
3301 West 1st Street
Joplin, Missouri 64801

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

15. **AMENDMENTS.** It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

16. **HEADINGS.** The headings hereof are intended as guides only and shall not be construed as having any legal effect.

17. **COMPLIANCE WITH APPLICABLE LAWS.** JSA shall comply with all applicable laws, ordinances, rules, and regulations.

18. <u>ENTIRE AGREEMENT</u>. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

19. <u>GOVERNING LAW</u>. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

20. <u>HEIRS, SUCCESSORS, AND ASSIGNS</u>. Each and every obligation contained in this Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors, and assigns.

21. <u>NO IMPLIED WAIVERS</u>. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

"CITY"
CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anslem,
City Manager

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

"JSA"

JOPLIN SPORTS AUTHORITY, INC.
A Missouri Not-For-Profit Corporation

By: _____

Executive Director

ATTEST:

_____
Secretary

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 02, 2015

ITEM: Council Bill No. 2015-010 approving a Purchase Order(s) to cover the annual support payment with SunGard Public Sector for software maintenance, upgrades and related systems.

ORIGINATING DEPARTMENT: Information Systems Dept.

ATTACHMENTS: Council Bill No. 2015-010, SunGard Invoices (2)

DEPT. HEAD:	Mark A. Morris	**DATE:**
FINANCE DEPT:	Leslie Haase	**DATE:**
LEGAL DEPT:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

This Council Bill approves the issuance of a Purchase Order(s) to SunGard Public Sector to cover the annual support payment for technical activities for both General Government (Financials) and Public Safety (OSSI).

DISCUSSION:

SunGard has been the City's primary software provider for over fifteen years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As SunGard is the sole source for this software, there are no bids required. The amounts of $129,731.73 and $201,169.75 were budgeted and approved for FY2016 by Council during the budget process.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

MAM
attachments

COUNCIL BILL NO. 2015-010 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

WHEREAS, SunGard has been the City's primary software provider for more than 15 years; and,

WHEREAS, in the FY2016 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SunGard OSSI covering the annual support payment for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 and reflected an appropriation in the total amount of Three Hundred Fourteen Thousand, One Hundred Twenty-Six Dollars, Ninety-One Cents ($330,901.48) for payment of support for technical activities.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SUNGARD PUBLIC SECTOR
1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	109012	14/Oct/2015	1 of 6

PUBLIC SAFETY

Bill To: City of Joplin (OSSI)
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820

Ship To: City of Joplin (OSSI)
303 E. 3rd Street
JOPLIN, MO 64801
United States
Attn: Mark Morris

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	13/Nov/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Contract No. 080886			
1	OSSI Base Computer Aided Dispatch System Tier-2 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	9,368.97	9,368.97
2	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	5.00	759.65	3,798.25
3	OSSI First CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	876.52	876.52
4	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	7.00	292.17	2,045.19
5	OSSI Alpha Numeric Paging Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,071.29	1,071.29
6	OSSI Interface to Pagegate Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	194.78	194.78
7	OSSI Station Toning Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,071.29	1,071.29
8	OSSI Rip and Run Printing/Faxing Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,071.29	1,071.29
9	OSSI E911 Interface Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,071.29	1,071.29
10	OSSI Firehouse RMS Interface Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,071.29	1,071.29
11	OSSI Medical PROQA Interface Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,071.29	1,071.29
12	OSSI Map Converter Software Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	681.74	681.74
13	OSSI Client Base Records Management System -75 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	18,785.57	18,785.57
14	OSSI RMS Map Display and Pin Mapping License -75 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	2,597.08	2,597.08

Page Total 44,775.84

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Company	Document No	Date	Page
LG	109012	14/Oct/2015	2 of 6

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	13/Nov/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
15	OSSI Basic Accident Module - 75 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,125.40	1,125.40
16	OSSI Bar Coding Server License - 75 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,471.68	1,471.68
17	OSSI Bar Coding Hand-Held Client License (Each) Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	275.94	275.94
18	OSSI Accident Wizard Base Server License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	865.69	865.69
19	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	158.00	25.97	4,103.26
20	OSSI Calls for Service Module - 10 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	346.28	346.28
21	OSSI Property and Evidence Module - 10 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,125.40	1,125.40
22	OSSI Racial Profiling Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	865.69	865.69
23	OSSI Training Module - 10 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	779.12	779.12
24	OSSI Police to Police Internet Data Sharing Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	0.00	0.00
25	OSSI - Interface to InCode Courts System Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,298.54	1,298.54
26	OSSI Interface from Incode Courts to Pistol Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,731.39	1,731.39
27	OSSI Base Mobile Server Software Client - up to 150 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	8,180.82	8,180.82
28	OSSI Review Module for Field Reporting - up to 100 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	4,761.32	4,761.32
29	OSSI MCT Client for Digital Dispatch	113.00	172.27	19,466.51
			Page Total	46,397.04

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Company	Document No	Date	Page
LG	109012	14/Oct/2015	3 of 6

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	13/Nov/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Nov/2015, End: 31/Oct/2016			
30	OSSI Mobile Client Maps Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	113.00	34.63	3,913.19
31	OSSI - MFR Client- Base Incident/Offense Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	113.00	172.27	19,466.51
32	OSSI - MFR Client - Accident Reporting - 113 & 35 moblan Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	148.00	86.57	12,812.36
33	OSSI - MFR Client Citation Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	50.00	86.57	4,328.50
34	OSSI - MFR Client - Racial Profiling Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	50.00	34.63	1,731.50
35	OSSI - MFR Client - MOBLAN Version Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	35.00	86.57	3,029.95
36	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	16.00	58.43	934.88
37	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,895.62	3,895.62
38	OSSI - MCT Interface to Firehouse Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,460.86	1,460.86
39	OSSI AVL Server Host License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	6,817.34	6,817.34
40	OSSI Client AVL Mobile License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	113.00	25.97	2,934.61
41	OSSI CAD Client AVL License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	8.00	389.57	3,116.56
42	OSSI Client Jail Management System Module - 15 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	5,194.17	5,194.17
43	OSSI State Livescan Interface Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,471.68	1,471.68

Page Total 71,107.73

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Company	Document No	Date	Page
LG	109012	14/Oct/2015	4 of 6

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	13/Nov/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
44	OSSI Client Mugshot Display Software License - 100 Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	5,194.17	5,194.17
45	OSSI Mugshot Capture Station Software Only Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	952.27	952.27
46	OSSI Subsequent Mugshot Capture Station Software Only Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	605.99	605.99
47	OSSI JMS Vine Interface Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	259.70	259.70
48	OSSI - OPS CAD Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,029.93	3,029.93
49	OSSI - OPS RMS Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,029.93	3,029.93
Contract No. 090865				
50	OSSI - Intelligence Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,298.54	1,298.54
51	OSSI - Link Analysis Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	2,164.24	2,164.24
52	OSSI Animal Control Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,298.54	1,298.54
53	Gang Profile Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,298.54	1,298.54
54	OSSI Notification Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,289.63	3,289.63
Contract No. 091058				
55	OSSI Multi Jurisdictional Dispatch Option Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,168.69	1,168.69
56	OSSI Multi-Jurisdictional JMS Option Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	952.27	952.27
Contract No. 091380				

Page Total 24,542.44

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Invoice

Company	Document No	Date	Page
LG	109012	14/Oct/2015	5 of 6

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United States
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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	13/Nov/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
57	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	6.00	759.65	4,557.90
58	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	6.00	292.17	1,753.02
59	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	6.00	58.43	350.58
60	OSSI CAD Client AVL License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	6.00	389.57	2,337.42
Contract No. 130701				
61	OSSI CAD to CAD Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,153.61	1,153.61
62	OSSI - MCT Switch to Switch Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,153.61	1,153.61
Contract No. 140092				
63	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	2.00	723.06	1,446.12
64	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	2.00	370.80	741.60
65	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	2.00	55.62	111.24
66	OSSI CAD Client AVL License Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	2.00	370.80	741.60
			Page Total	14,346.70

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Invoice

Company	Document No	Date	Page
LG	109012	14/Oct/2015	6 of 6

Bill To: City of Joplin (OSSI)
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United States
Attn: Mark Morris 417-624-0820

Ship To: City of Joplin (OSSI)
303 E. 3rd Street
JOPLIN, MO 64801
United States
Attn: Mark Morris

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	13/Nov/2015

No	SKU Code/Description/Comments	Units	Rate	Extended

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	201,169.75
Sales Tax	0.00
Invoice Total	201,169.75
Payment Received	0.00
Balance Due	201,169.75

SUNGARD PUBLIC SECTOR
1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	108430	30/Sep/2015	1 of 5

FINANCE

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1681LG	City of Joplin		USD	NET30	30/Oct/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 00003784				
55	QRep Catalog for CX Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	309.00	309.00
Contract No. 00003801				
54	NaviLine Cash Receipts Lockbox Interface Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	504.70	504.70
Contract No. 00007121				
56	Rec Trac Interface to CR Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	140.00	140.00
57	Navi - RecTrac Interface to GM Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	140.00	140.00
Contract No. 070845-1				
5	Naviline - Asset Management I Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,029.93	3,029.93
6	NAVI - Cash Receipts Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,197.66	3,197.66
7	SSP NAVI - Cash Receipts Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	0.00	0.00
8	NAVI - GMBA w/Extended Reporting Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	12,574.21	12,574.21
9	SSP NAVI - GMBA w/Extended Reporting Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	2,640.58	2,640.58
10	NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	7,547.78	7,547.78
11	SSP NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,585.04	1,585.04
12	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	6,909.32	6,909.32
13	SSP NAVI-PURCHASING INVENTORY Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,450.96	1,450.96

Page Total 40,029.18

SUNGARD PUBLIC SECTOR
1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	108430	30/Sep/2015	2 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	1681LG	City of Joplin		USD	NET30	30/Oct/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
14	NAVI-Accounts Receivable Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	4,447.51	4,447.51
15	SSP NAVI-Accounts Receivable Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	933.93	933.93
16	Naviline Special Assessments Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	811.59	811.59
17	NAVI - Loans Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	2,564.62	2,564.62
18	NAVI-Payroll/Personnel Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	7,380.04	7,380.04
19	SSP NAVI-Payroll/Personnel Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,549.81	1,549.81
20	NAVI - Applicant Tracking Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,208.48	3,208.48
21	NAVI-Fleet Management Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	6,086.92	6,086.92
22	NAVI - Planning/Engineering Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	5,248.27	5,248.27
23	SSP NAVI - Planning/Engineering Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,102.14	1,102.14
24	Naviline-Land/Parcel Management Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,322.10	3,322.10
25	SSP NAVI-Land Management Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	0.00	0.00
26	NAVI-Building Permits Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	4,236.49	4,236.49
27	SSP NAVI-Building Permits Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	889.89	889.89
28	NAVI - Business Licenses	1.00	2,218.34	2,218.34
			Page Total	44,000.13
		1.00	170.43	170.43

SUNGARD PUBLIC SECTOR
1000 Business Center Drive
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Invoice

Company	Document No	Date	Page
LG	108430	30/Sep/2015	3 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	1681LG	City of Joplin		USD	NET30	30/Oct/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Nov/2015, End: 31/Oct/2016			
29	SSP NAVI - Business Licenses Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	465.85	465.85
30	NAVI-Code Enforcement Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	3,208.48	3,208.48
31	SSP NAVI-Code Enforcement Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	674.01	674.01
32	NAVI-DMS - Document Management Services Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,071.29	1,071.29
33	QRep Catalogs for GM,MR,CR,PI,PR,FA,LX,OL,CE,PZ Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	10.00	324.64	3,246.40
34	SSP Naviline - Asset Management I Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	535.16	535.16
35	Procurement Card Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	2,175.06	2,175.06
36	SSP Procurement Card Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	456.76	456.76
37	SSP Naviline Special Assessments Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	170.43	170.43
38	SSP NAVI - Loans Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	538.57	538.57
39	SSP NAVI - Applicant Tracking Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	673.77	673.77
40	SSP NAVI-Fleet Management Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,278.26	1,278.26
41	SSP Automated Fuel System Interface Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	0.00	0.00
42	SSP NAVI-DMS - Document Management Services Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	0.00	0.00

Page Total 14,494.04

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Company	Document No	Date	Page
LG	108430	30/Sep/2015	4 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1681LG	City of Joplin		USD	NET30	30/Oct/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
43	Automated Fuel System Interface Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,125.40	1,125.40
44	SSP QRep Catalogs for GM,MR,CR,PI,PR,FA,LX,OL,CE,PZ Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	10.00	0.00	0.00
	Contract No. 100724			
45	Human Resources Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	4,631.47	4,631.47
46	QRep Administrator Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	337.65	337.65
47	QRep Catalogs for HR, KA Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	2.00	335.46	670.92
	Contract No. 100724-1			
50	GOVNow Core Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	2,618.72	2,618.72
51	GOVNOW - Yearly Map Access Fee Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,540.81	1,540.81
52	GovNow Applicants Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,417.58	1,417.58
53	GOVNow - Customer Information System Module Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,732.90	1,732.90
	Contract No. 111420			
48	Automated Fuel System Interface (Petrovand) Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	1,157.86	1,157.86
	Contract No. 120647			
49	NAVI - Customer Information Systems Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	11,676.04	11,676.04
	Contract No. 9709051			
1	HGE Client Licenses Maintenance Start: 01/Nov/2015, End: 31/Oct/2016	1.00	191.33	191.33
2	QRep Administrator	1.00	320.77	320.77
			Page Total	27,421.45

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Invoice

Company	Document No	Date	Page
LG	108430	30/Sep/2015	5 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
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Attn: Mark Morris 417-624-0820 x 243

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602 S. Main Street
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United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	1681LG	City of Joplin		USD	NET30	30/Oct/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Nov/2015, End: 31/Oct/2016			
3	QRep End User	9.00	320.77	2,886.93
	Maintenance Start: 01/Nov/2015, End: 31/Oct/2016			
4	Retrofit Modification Option	9.00	100.00	900.00
	Maintenance Start: 01/Nov/2015, End: 31/Oct/2016			
			Page Total	3,786.93

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	129,731.73
Sales Tax	0.00
Invoice Total	129,731.73
Payment Received	0.00
Balance Due	129,731.73

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015
Council Bill No. 2015-159

Item: Construction Contract Award for the new culvert system on Hill between Division & Mineral

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Summary
3) Council Bill No. 2015-159

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Construction Contract with Bennett Inc in the not to exceed the amount of Two Hundred Ninety Four Thousand Nine Hundred Sixty Five and no/100 Dollars ($294,965.00) for construction of the New Culvert System on Hill between Division & Mineral.

Background: The Parks and Storm Water Sales Tax extension was approved by voters in 2011. The New Culvert System on Hill between Division & Mineral was included on the list of projects approved by voters. In November of 2013, Council Bill 2013-347 was approved authorizing the execution of a contract with the firm of Tri-State Engineering Inc., for the purpose of providing design services related to the New Culvert System on Hill between Division & Mineral. The design has been completed and a map showing the project extents as well as an estimated schedule has been mailed to residents in the area. Currently private utility companies are working in the project area to relocate buried pipes that are in conflict with the proposed storm sewer.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe and on the city's website. Bids were opened on September 29, 2015 with 4 firms bidding and Bennett Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Bennett Inc. in the not to exceed the amount of Two Hundred Ninety Four Thousand Nine Hundred Sixty Five and no/100 Dollars ($294,965.00) for construction of the New Culvert System on Hill between Division & Mineral Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 159 ORDINANCE NO.

AN ORDINANCE approving the contract with Bennett Inc. in the amount of Two Hundred Ninety Four Thousand Nine Hundred Sixty Five and no/100 Dollars ($294,965.00) for the Hill Street Storm Drain Improvements in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded with Bennett Inc. in the amount of Two Hundred Ninety Four Thousand Nine Hundred Sixty Five and no/100 Dollars ($294,965.00) for the Hill Street Storm Drain Improvements in the City of Joplin, Missouri

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid from the Parks & Storm water Sales Tax Fund, Account Number 130-4555-530-8665 Project TS0617.

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

Section 5. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Bennett Inc.

Section 6. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015, by a _____ vote.

_____

Michael L. Siebert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: Hill Street Storm Drain Improvements
DATE OF BID OPENING: September 29, 2015

CONTRACTOR	BID
AY-1	358,156.00
Bennett Inc.	294,965.00
Dalton Killinger	424,201.00
Sprouls Const	352,430.00
Engineering Estimate	320,000.00

WILSON

GALENA

COX

NORTH

N

W

E

S

POOL

SPRING

VALLEY

DIVISION

RAILROAD

HILL

MINERAL

GALENA

COUNCIL BILL NO. 2015- 160 ORDINANCE NO.

AN ORDINANCE approving the contract with Dalton-Killinger in the amount of Seven Hundred Sixty Eight Thousand Six Hundred Seventy One and 65/100 Dollars ($768,671.65) for the 10th & Peters Avenue Ditch and Culvert Improvements in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded with Dalton-Killinger in the amount of Seven Hundred Sixty Eight Thousand Six Hundred Seventy One and 65/100 Dollars ($768,671.65) for the 10th & Peters Avenue Ditch and Culvert Improvements in the City of Joplin, Missouri

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid from the Parks & Storm water Sales Tax Fund, Account Number 130-4555-530-8665 Project TS0614.

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

Section 5. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Dalton Killinger.

Section 6. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015, by a _____ vote.

_____

Michael L. Siebert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015
Council Bill No. 2015-160

Item: Construction Contract Award for the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Summary
3) Council Bill No. 2015-160

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Construction Contract with Dalton-Killinger in the amount of Seven Hundred Sixty Eight Thousand Six Hundred Seventy One and 65/100 Dollars ($768,671.65) for construction of the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St.

Background: The Parks and Storm Water Sales Tax extension was approved by voters in 2011. The Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. was included on the list of projects approved by voters. In November of 2013, Council Bill 2013-345 was approved authorizing the execution of a contract with the firm of CJW Transportation Consultants, LLC Inc., for the purpose of providing design services related to the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. The design has been completed and a map showing the project extents as well as an estimated schedule has been mailed to residents in the area. Currently private utility companies are working in the project area to relocate buried pipes that are in conflict with the proposed storm sewer.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe and on the city's website. Bids were opened on September 29, 2015 with 5 firms bidding and Dalton-Killinger provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Dalton-Killinger in the amount of Seven Hundred Sixty Eight Thousand Six Hundred Seventy One and 65/100 Dollars ($768,671.65) for construction of the Peters 9th to 10th Street Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

BID TABULATION

PROJECT: 10th & Peters Ditch & Culvert Improvements
DATE OF BID OPENING:

CONTRACTOR	BID
Bennett Inc.	789,490.50
Dalton Killinger	768,671.65
Jeff Asbell	913,452.57
Sprouls Const	880,603.00
Emery Sapp & Sons	843,143.80
Engineer Estimate	790,000.00


GENEVA
RR
WAGGONER
10TH
11TH
11TH
12TH
PETERS
N
W
E
S

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-527
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid Response; Real Estate Contract

Department Head: Leslie Haase
Public Works Director: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of one city-owned parcel of land.

DISCUSSION:
Zoning and Planning, followed by the City Council, previously declared a parcel of land at 1402 ½ 14th Street as surplus property to be sold utilizing a sealed bid process. Prior to offering the property for sale to the public, the City obtained an independent appraisal on this property to establish its value. The appraised value is $5,280.00. Therefore, the City let a bid, with a minimum bid price of $5,280.00 on August 25, 2015. The bid opening was on September 25, 2015. The City received one bid in the amount of $12,000.00 from The Overland Group, LLC.

The property shall close within fifteen days of execution of the contract. Buyer shall deposit $1,000.00 earnest money with their title company.

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

COUNCIL BILL NO. 2015-527 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Overland Group, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6,000 square feet of land at 1402 ½ 14th Street ; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Overland Group, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6,000 square feet of land at 1402 ½ 14th Street, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the Authorization to Show Property, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "B", be and the same is hereby approved.

Section 3. That the City Manager is hereby authorized and directed to execute said Contract and Authorization to Show Property by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This proposed sale agreement needs to be approved so the buyer can move forward with its building project.

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

of _____, 2015, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2015, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and The Overland Group, LLC and/or its assignee, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

"All of Lot Numbered Eighteen (18) in Campbell's 6th Addition to the City of Joplin, Missouri, Jasper County"

The real estate is currently zoned R-3 and contains approximately 6,000 square feet more or less.

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Twelve Thousand Dollars ($12,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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

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

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

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

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

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at a title company of the buyer's choosing on or before November 13, 2015, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all costs assessed by the title company for the title

commitment and closing and all recording fees.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

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

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

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

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

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

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

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

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

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. Buyer shall deliver non-refundable earnest money to the title company upon execution of this Contract, in the amount of One Thousand Dollars ($1,000.00) which shall be applied towards the purchase price at Closing.

21. REALTOR OR BROKER. Buyer has utilized a real estate agent or broker for this real estate contract and Buyer shall be solely responsible for any fees or commissions paid to the agent/broker.

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

City of Joplin Missouri, a
Missouri Municipal Corporation

By_____

Sam Anselm, City Manager
"SELLER"

The Overland Group, LLC
and/or Assigns

By: _____

"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

Reference EXHIBIT "B"

Missouri REALTORS

Authorization to Show Property

This document has legal consequences. If you do not understand it, consult your attorney.

Instructions: *This form shall be used when the property is not listed and the Owner is not willing to list the property or place it on the market generally, but would consider an offer to buy or lease. This form does not contemplate cooperation with other brokers. A REALTOR® must never show property to a prospective customer without authorization from the Owner; to do so is a violation of the Rules and Regulations of the Missouri Real Estate Commission. After the Authorization is signed, the REALTOR® may advise the Owner of the names of the prospects. Prospects shown the property should be registered in writing with the Owner. While not required, a Prospective Purchaser Form (MSC-4035) is available for that purpose.*

The undersigned (**"Owner"**), being the sole owner(s) or authorized agent(s) of all owners of the property located at: All of Lot Numbered Eighteen (18) in Campbells 6th Addition to the City of Joplin, Mo Jasper County and described as _____ (the **"Property"**), hereby authorizes the REALTOR® named below and its affiliated licensees to show the Property to prospects for the purchase or lease thereof, for a period of 30 days (not to exceed thirty (30) days) from and after the Effective Date hereof (the **"Authorization Period"**), after which time this Authorization to Show Property (**"Authorization "**) will terminate. This Authorization does not permit media advertising or the placing of signs on the Property. Owner represents to REALTOR® that as of the date hereof the Property is not subject to an exclusive right to sell or lease or an exclusive agency/brokerage listing agreement with any other real estate broker.

SALE PRICE: $ 12,000 **LEASE AMOUNT: $** _____

TERMS: Cash

Owner agrees that if Owner sells or leases the Property during the Authorization Period or within 120 days after expiration thereof (the **"Protection Period"**) to a prospect introduced to the Property by REALTOR® or any of its affiliated licensees, then Owner will pay REALTOR® compensation of N/A (*specify % of sale price or specific dollar amount*) or N/A (*specify % of option/lease payments or specific dollar amount*) to be paid in cash at closing, unless otherwise provided herein. This compensation provision shall not apply if the Owner lists the Property pursuant to an exclusive right to sell or lease or an exclusive agency/brokerage listing agreement with another licensed real estate broker the sale or lease is made during the Protection Period, and Owner pays the new listing broker a commission on the closing of that sale or lease. REALTOR® is authorized to provide lease or sales data to the local Board of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data. If the transaction shall not close due to fault of buyer/lessee, any net damages received by Owner from buyer/lessee shall be divided equally between Owner and REALTOR® as liquidated damages and in lieu of further compensation; provided, however, REALTOR® shall in no event receive more money in lieu of compensation than the amount agreed to herein as compensation for brokerage services. If the transaction shall not close due to fault of Owner, the compensation agreed upon herein shall become immediately due and payable.

This Authorization does not create an agency relationship between Owner and REALTOR®, and is neither an exclusive right to sell or lease nor an exclusive agency/brokerage. Owner is free to deal with other brokers or persons who have not been introduced to the Property by REALTOR®. Pursuant to this Authorization, REALTOR® may act in the capacity of a buyer's or tenant's agent, or as a transaction broker.

Owner acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before the date hereof or upon REALTOR®'s taking any personal or financial information from Owner, whichever occurred first.

Signatures. This Authorization may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Authorization, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Authorization may be made via the email addresses set forth below (*mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized).*

Special Agreements: _____

The **"Effective Date"** shall be the date of final acceptance hereof, as indicated by the date of the last party to sign this Authorization or (*specify if otherwise*)_____. Owner acknowledges receipt of one copy of this Authorization.

SIGNATURE PAGE TO FOLLOW

Reference _____

45 _____ Pro 100 Realtors

46 **Owner** **Date** **REALTOR®'s Firm Name**

47 Email Address: _____ By Bonnie Wright 10-23-2015

48 Bonnie Wright **Date**

49 _____

50 **Owner** **Date**

51 Email Address: _____

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Authorization to Show, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Authorization to Show be made. **Last Revised 12/31/13.** **©2011 Missouri REALTORS®**

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;

(C) What the motivating factors are for any party buying, selling or leasing the property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

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City of Joplin
2015-02
Land Sale Bid Form

The City will accept sealed bids on the following parcel until 10:00 am Friday, September 25, 2015 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

1402 ½ 14th Street $ 12,000

All of Lot Numbered Eighteen (18) in Campbell's 6th Addition to the City of Joplin, Missouri, Jasper County. Containing 6,000 square feet more or less. Zoned R3.

Minimum Bid Price is $5,280.00.

MARK BID ENVELOPES: "BID 2015-02 LAND SALE 10:00 A.M. September 25, 2015"

Questions concerning the specifications and bidding procedures should be directed to Leslie Haase, Finance Director at 602 South Main Street, Joplin, MO, 64801 or by phoning 417-624-0820 ext. 251.

The City of Joplin is offering for sale one parcel of property.

Parcel One
The property is located at 1402 ½ 14th Street (All of Lot Numbered Eighteen (18) in CAMPBELL'S 6th ADDITION to the City of Joplin, Jasper County, Missouri. (Approximately 6,000 square feet) (Zoned R3). There is a minimum bid of $5,280.00 for this parcel.

The City will accept sealed bids until 10:00 am Friday, September 25, 2015 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Bid forms are available from Leslie Haase, Finance Department, by calling 417-624-0820 ext 251. Any bids received after the specified deadline will be returned to the bidder.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

Leslie Haase, CPA, CMA
Finance Director

Publication Date: Tuesday, September 25, 2015

SDA
ARCHITECTS

Michael J. Sapp
AIA, NCARB
President

James C. Stufflebeam
AIA, NCARB
Vice President

Pamela J. Haldiman
AIA, LEED AP

Kenton D. Sanders
AIA, LEED AP

Stephen J. Telscher
AIA, LEED AP BD+C

Eric J. McCune
AIA, LEED AP

Karrie K. Smith
Office Manager

October 28, 2015

Mr. Tony Robyn
Assistant Dir. Planning & Zoning
Joplin City Hall, 4th Floor
602 S. Main
Joplin, Missouri 64801

Re: Joplin Public Library: Budget Alignment and Professional Services Fees per Contract Provisions.

Mr. Robyn,

Pursuant to previous discussions and letters regarding our request for an adjustment to our fees based on the project's budget/scope adjustments, we are writing to outline the provisions of the contract regarding this matter.

As you are aware, our original scope and fee is based on a $10M budget. That budget value included the building construction, *and* a significant portion of the FF&E components (Furniture Fixtures & Equipment);…and therefore the actual building itself was in the assumed range of $8.5M. This was based on the City's preliminary assumptions, internal calculations, and early understanding of the probable scope of the project. The City had therefore advised SDA to base our fee proposal on that preliminary scope and budget.

Exhibit D of the Contract, page 4, under "Additional Services", in general describes various circumstances in which a fee adjustment is justified, one of which is the following: (emphasis added)

> "Services necessitated by *a change in the initial information*, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, *size, quality, complexity, the Owner's schedule or budget* for Cost of the Work, or procurement or delivery method."

As noted above, the construction budget alone increased significantly. This increase created the additional scope, additional quality and complexity, and thus the increase in SDA's services, as has been previously discussed, documented, and analyzed with an hourly breakdown. A more detailed analysis of the extent of the scope change is described in our letter to CBC dated September 15, 2015, as well as the Analysis Chart submitted with that letter, per request of the City, to show the impact on the projected staff hours.

Please do not hesitate to contact SDA with any questions or if there is a need for additional information.

Respectfully,
SAPP DESIGN ASSOCIATES ARCHITECTS, P.C.

A
professio
corporation
dedica
associa
specializing
Architectu
Planning and
Interior Design

James C. Stufflebeam, AIA, NCARB
Vice President, Senior Project Manager
js/kh

SDA
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Eric J. McCune
AIA, LEED AP

Karrie K. Smith
Office Manager

September 15, 2015

Michelle Kaiser, Senior Project Manager
CBC Real Estate Group
4706 Broadway, Ste. 240
Kansas City, MO 64112

Re: Joplin Public Library: Budget Alignment and Professional Services Fees
(5 pages total)

Dear Michelle,

As a follow-up to recent discussions, meetings, letters, and per your request, we are writing to you as the Owner's designated agent, to provide additional information relative to our previous requests, including the June 25, 2015, and the August 26, 2015, letters requesting an adjustment to our scope of services and the respective fee value. This request for a re-alignment is due to understandable and justifiable circumstances which are identified here.

As you are aware, our original scope and fee is based on a $10M budget for building construction and for FF&E components. The building construction value was therefore believed to be approximately $8.5M. This was based on the City's preliminary assumptions, internal calculations, and early understanding of the probable scope of the project. The City had therefore advised SDA to base our fee proposal on that preliminary scope and budget. (SDA understands fully that the original fee proposal, and any adjustment to that, cannot be based on a percentage of project cost. The project cost/budget is however a "measuring stick" for determining scope of a project, including quality and complexity, and therefore level of effort and services, especially in the initial stages of a project when details are not yet known.)

The City's preliminary space needs assumed a building in the range of 50,000 to 60,000 s.f. This would yield a square foot cost in the range of $150 to $170 / s.f.; ($8.5M construction divided by 50-60K sf), as a general measure of quality and complexity. SDA noted during the interview process that this sq. ft. cost range and quality range is achievable, but with obvious compromise. It was discussed also that other contemporary "next-generation" Libraries are in the $200-plus range per sq. ft. During Contract discussions SDA was advised to base a fee on the $10M budget range as noted above, which correlates to the presumed level of quality and complexity of the building systems and the building configuration. A building design based on this $150/sf quality range would need to be designed around the following parameters: (These items cover the major components suitable to describe the process, but which there are numerous additional components that involve similar increase in complexity and effort.)

- Basic and simple footprint configuration with minimal or no articulation; constant roof height for most all of the building area, (a fairly simple and basic box.)
- Basic exterior materials and finish: one or two finish materials of average quality.
- Basic structural system: low height walls, short span structural bays, low slope roofs.
- An Alternate structural system would be wood frame with wood trusses, but which would require multiple fire walls, and very long awkward roof shape at 3" in 12" slope, with shingled roofs.
- Low cost water management: roofs would have minimum slopes, with gutters and downspouts….with surface drainage across paving and parking areas, and few if any roof drains.
- Economy level envelope: minimal insulation at walls and roof, with residential grade moisture and air barriers.

A professional corporation of dedicated associates specializing in Architecture, Planning and Interior Design

- Roof system would be 3 layer built-up asphalt roof with minimal ten year warranty.
- Window systems would be smaller "punched" openings with residential grade or store-front grade framing, with clear glass and average or economy rated performance specs. The overall quantity of windows would be only 10-15% of wall area, and with a low yield of natural light within the building.
- Mechanical System of individual furnaces or "split system" with multiple condensers on the roof, or individual package roof-top units for each building zone. Potentially multiple smaller zones, or alternatively one or two large roof top units with very few zones; a basic control system of one thermostat per unit or zone, and without an overall digital control and monitoring system.
- Lighting systems would be economy grade fluorescent and incandescent, with low initial cost as the driver.....for adequate lighting but below average compared to other modern Libraries.
- Electrical and data systems would be adequate for function, but with limited flexibility and expandability. (Quantity and locations would be determined carefully and prudently.)
- Site features would also be limited with few if any exterior spaces to coordinate with the building design.
- Finishes and materials would be average or economy grade, (light commercial), but which would require a higher degree of maintenance and a shorter life, or would more quickly appear dated and worn.

From the outset the planning process involved extensive review and input from various stakeholder and leadership groups, (as well as reviews by the EDA with City staff and CBC as we understand it). As the project developed through the various Visioning Sessions, Focus Groups, and Programming Sessions, (which included members of the community, library board, city staff and city council,) it became clear even before the formal design process had begun that the expectations for quality by these stakeholders was not consistent with the projected cost per sq. ft. range. Through various design reviews, SDA was directed to develop the building more in keeping with current trends in Library design and quality, as well as compliance with the City's design guidelines for this site. It was also clear early in the process that the project budget, and Architectural services fee would need to be brought into alignment with those expectations.

The higher level of quality and complexity involves every aspect and component of the building design, and therefore the architectural and engineering services as well. This requires more research, more care, more variables to balance, more coordination, more detailed drawings and specifications. As requested, SDA has provided (attached) an analysis of the original fee and hours, including the actual expended hours and projected hours for the increased scope.

A summary description of the services for each phase is provided here as an explanation of the additional work and effort required to meet the expectations:

1. Schematic Design: (including Visioning, Strategic Planning, and Programming,)
   - Original fee component: 395 hrs. $ 75,000
   - Expended and Projected: 1149 hrs. $173,815
   - Projected impact: 754 hrs. $ 98,815
   - Additional coordination with multiple stakeholders. (There are over one dozen separate entities or groups that SDA was required to manage and/or coordinate, many of which were not known at time of contract: (CBC, the Lib. Director, the Lib. Board, Lib. Staff, Post Dir., former Post Dir., Post Board, City leadership, Council, City PW-Engineering and Maintenance, Police CPTED advisors, Alignment Team, Visioning Team, multiple focus groups,
   - Additional meetings and sessions with focus groups and stakeholders, including prep time, analysis, and follow up.

- Additional meetings, prep, and analysis for reviewing goals and programming requirements.
- Additional image studies to find and confirm the right quality level and architectural identity.
- Additional and extended design concepts to seek out and find the right expectations for quality, complexity, and civic identity; (initial concepts were basic and simple to align with the projected cost per sq. ft. range.)
- More complex building configuration, including higher spaces, pitched roof shapes, greater articulation of walls and envelope.
- More complex landscape design, requiring more coordination and collaboration to marry or integrate the building and site spaces.

2. Design Development: (building systems development)
   - Original fee component: 648 hrs. $110,000
   - Expended and Projected: 1422 hrs. $180,547
   - Projected Impace: 774 hrs. $ 70,547
   - More complex structural system for greater spans, open ceilings, extended overhangs, pitched roofs, clearstory skylight systems, etc., all part of a more sophisticated design.
   - Extended and enlarged canopy structure to make a greater architectural statement as required by stakeholder group input.
   - Higher quality and complexity of window systems to incorporate more daylight, greater transparency ("library on display"), and higher thermal performance. (ie: use of Curtainwall systems instead of storefront or residential systems, which requires more coordination with engineers, more variables and technical components to research and properly apply. And including more care and effort to select the right glazing to ensure proper thermal performance without increasing operating costs.)
   - A greater expanse of glazing thus requires design and engineering of shading systems, inside and out, to control heat gain and glare (which would not be required with smaller simpler window systems.)
   - More research and care in selecting the proper hvac system to conform and integrate with the higher roof shapes and open ceiling configurations, including additional energy modeling. With higher cost per s.f. systems there are more variables and more choices to analyze and sort out, and including more sophisticated control and monitoring systems.
   - Raised access floor system, for more flexibility in electrical and data delivery. This requires a more complex concrete floor and perimeter foundation system, as well as research and effort to select and specify the correct raised floor system for library shelving.
   - Lighting: use of all LED systems in lieu of more standard fluorescent, along with programmable and automatic control systems. Design and engineering of daylight sensors and related control interface.
   - More sophisticated rainwater management systems with more complex roof shapes, including roof drain systems, and the avoidance of gutters, downspouts and surface drainage.
   - Decorative Features: special ceilings, video wall, display wall in children's area, graphics, and special lighting; all of which were not anticipated, nor would be typically part of a building in the range of $150-$170/sf.

3. Construction Documents: (detailed drawings and specs for bidding and construction)
   - Original fee component: 1731 hrs. $335,000
   - Expended and Projected: 2838 hrs. $437,270
   - Projected Impact: 1107 hrs. $102,270

- All of the above features and systems as described above for Schematics and Design Development, being more complex and of higher quality (and a higher number of components), therefore require an increased amount of time and effort to coordinate with engineers, to create additional details and instructions, and to develop detailed specifications for each of those components.
- There is also an increased effort in the construction estimating process, although not specifically listed here, but the additional quantity, quality, and complexity does impact the estimator's time to research and to assess costs of those items.

4. Construction Administration:
   - Original fee component: 1038 hrs. $185,000
   - Expended and Projected: 1588 hrs. $243,464
   - Projected Impact: 550 hrs. $ 58,464
   - As described above for Construction Documents, the level of effort during the construction process is also increased considerably.
   - Increased communications with contractors and suppliers.
   - Increase in quantiy and complexity of submittals and manuals.
   - Increased in on-site inspections time, trouble-shooting, and on-site coordination meetings.
   - Increased liability and responsibility for performance of systems, proper application, and installation.

5. Furniture Fixtures & Equipment:
   - Original fee component: 982 hrs. $ 99,000
   - Expended and Projected: 1571 hrs. $164,350
   - Projected Impact: 589 hrs. $ 65,385
   - As for the construction components discussed above, the directions and expectations were for a higher grade of furniture than originally anticipated.
   - With higher grades of furniture, desks, cubicles, etc., comes a higher level of effort to sort through a greater number of variables having to do with materials, types of construction, durability, ergonomics, styles, finishes, etc.

6. Post Construction:
   - Original fee component: 45 hrs. $ 9,000
   - Expended and Projected: 108 hrs. $17,638
   - Projected Impact: 63 hrs. $ 8,638
   - As discussed for all the components above, the increase in effort translates to an increase in Post-Construction follow-up, inspections, trouble-shooting, warranty issues, etc.

The *total combined* "value" of all the above components is in the range of $400,000, which is the increase in services provided to date and projected, and which we believe is accurate. **However, after further review and discussions with City staff, we are proposing a fee adjustment of $295,000**; which will be adequate to cover direct costs and subconsultants, even though our margins will be at a minimum. We offer this proposal in good faith as an amenable and acceptable resolution, as we are aware of the City's concern for the unexpected increase, and the budget limitations.

As a final point, and as you know, the design and planning team has been aware since early in the process that an alignment of the budget was needed, for both the building costs and associated fees, but SDA moved forward in good faith that this would occur in due time. (SDA has also already contracted with our sub-consultants for the increased scope.) At more than one stage in the process it

was agreed to wait until professional cost estimates were obtained in order to confirm the expected building costs, which has been completed and confirmed.

We offer these points as justification for the need to align the building scope, budget, and related fees with the original intentions, and with the Grant budget. These adjustments we do not believe are an "increase" in fees, or building costs, (as they are still consistent with the overall Grant budget), but simply a correction or adjustment to more appropriately comply with the actual Grant application budget, and the expectations of the community for quality and stature of the project.

Please do not hesitate to contact SDA with any questions or if there is a need for additional information.

Respectfully,
SAPP DESIGN ASSOCIATES ARCHITECTS, P.C.

James C. Stufflebeam, AIA, NCARB
Vice President, Senior Project Manager
js/kh
attach: Hours Analysis Chart dated 9-15-15

SAPP DESIGN
ARCHITECTS

AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2

****

CLIENT: City of Joplin
Samuel L. Anselm
602 S. Main Street
Joplin, Missouri 64801

DATE: September 28, 2015

PROJECT REFERENCE: Joplin Public Library; (SDA Project No. 14806)
AGREEMENT BETWEEN CITY OF JOPLIN, AND SAPP DESIGN ASSOC., P.C.
ORIGINAL AGREEMENT DATED: February 3, 2015.
(EDA Project No. 05-79-05345)

***ADDITIONAL SERVICES INCLUDE*: Adjustment for Increase in Scope of the Project**

1. Per original contract , Exhibit D of the Contract, page 4, under "Additional Services":
   a. "Services necessitated by *a change in the initial information*, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, *size, quality, complexity, the Owner's schedule or budget* for Cost of the Work, or procurement or delivery method."
2. General: As the project developed, it became clear that the complexity, and sophistication of the new building needed to be more in the range of a $200/sf building than a $150/sf building, and that the Architectural services needed to be re-aligned consistent with the Grant budget, and the client expectations.

3. For further descriptions and more detailed explanations, see attached Letters and documents:
   a. Letter to Mr. Robyn from SDA dated October 28, 2015.
   b. Letter to Michelle Kaiser from SDA dated Sept. 15, 2015, which includes an analysis chart of projected hours impact, dated Sept. 15, 2015.
   c. Letter from Michelle Kaiser to Mr. Robyn dated Sept. 15, 2015.

COMPENSATION:

The original fees shall be increased by the lump sum of $295,000, (as proposed by SDA as an acceptable adjustment, in lieu of the hours analysis which indicated a significantly higher adjustment.)
Subsequent invoices will be adjusted accordingly, and as the City may require.

Professional Services Amendment No. 2
City of Joplin
Joplin Public Library

***TERMS & CONDITIONS*:**

This agreement is supplemental to the Contract for Architectural Services as noted above. All terms and conditions are described in the base contract dated February 3, 2015 between Sapp Design Associates Architects, P.C. and City of Joplin, Missouri.

AGREED TO BY:

SAPP DESIGN ASSOCIATES ARCHITECTS, P.C.

_____ Date 10.28.15
Michael J. Sapp, AIA, NCARB, President

OWNER: CITY OF JOPLIN

_____ Date _____
Samuel L. Anselm, City Manager

DATE: Sept 9, 2015 Revised (original attachment to letter dated Aug. 24)

SAPP DESIGN ASSOCIATES ARCHITECTS

OPN ARCHITECTS

Phase	Staff Category	A.) Original / Baseline			B.) Time-to-Date plus Alignment			C.) Adjustment Summary	
		Rate	Hours	Total	Rate	Hours	Total	Hours	Total
Schematic Design	Project Administrator	$ 185.00	28	$ 5,180.00	$ 185.00	86	$ 15,910.00	58	$ 10,730.00
	Senior Project Manager	$ 170.00	78	$ 13,260.00	$ 170.00	367	$ 62,390.00	289	$ 49,130.00
	Junior Project Manager	$ 140.00	26	$ 3,640.00	$ 140.00	60.75	$ 8,505.00	35	$ 4,865.00
	Project Architect	$ 130.00	37	$ 4,810.00	$ 130.00	118.75	$ 15,437.50	82	$ 10,627.50
	Architect III	$ 120.00	4	$ 480.00	$ 120.00	23.25	$ 2,790.00	19	$ 2,310.00
	Architect II	$ 100.00	5	$ 500.00	$ 100.00		$ -	-5	$ (500.00)
	Architect I	$ 90.00	0	$ -	$ 90.00		$ -	0	$ -
	Senior Interior Designer	$ 90.00	52	$ 4,680.00	$ 90.00	60.75	$ 5,467.50	9	$ 787.50
	Interior Designer	$ 65.00	103	$ 6,695.00	$ 65.00	54.75	$ 3,558.75	-48	$ (3,136.25)
	Cadd Technician	$ 80.00	50	$ 4,000.00	$ 80.00	325.25	$ 26,020.00	275	$ 22,020.00
	Administrative Assistant	$ 65.00	0	$ -	$ 65.00	6	$ 390.00	6	$ 390.00
	Clerical Support	$ 48.00	5	$ 240.00	$ 48.00	24	$ 1,152.00	19	$ 912.00
	Architectural Student	$ 40.00	6	$ 240.00	$ 40.00	23	$ 920.00	17	$ 680.00
			Arch.	$ 43,725.00			$ 142,540.75		$ 98,815.75
			Engineering	$ 31,275.00					
			A/E Total	$ 75,000.00					
	Project Administrator	$ 185.00	21	$ 3,885.00	$ 185.00	85	$ 15,725.00	64	$ 11,840.00
Design Development	Project Administrator	$ 185.00	21	$ 3,885.00	$ 185.00	85	$ 15,725.00	64	$ 11,840.00
	Senior Project Manager	$ 170.00	103	$ 17,510.00	$ 170.00	174.25	$ 29,622.50	71.25	$ 12,112.50
	Junior Project Manager	$ 140.00	38	$ 5,320.00	$ 140.00	6	$ 840.00	-32	$ (4,480.00)
	Project Architect	$ 130.00	35	$ 4,550.00	$ 130.00	228	$ 29,640.00	193	$ 25,090.00
	Architect III	$ 120.00	15	$ 1,800.00	$ 120.00		$ -	-15	$ (1,800.00)
	Architect II	$ 100.00	70	$ 7,000.00	$ 100.00	108.5	$ 10,850.00	38.5	$ 3,850.00
	Architect I	$ 90.00	8	$ 720.00	$ 90.00		$ -	-8	$ (720.00)
	Senior Interior Designer	$ 90.00	58	$ 5,220.00	$ 90.00	48.5	$ 4,365.00	-9.5	$ (855.00)
	Interior Designer	$ 65.00	133	$ 8,645.00	$ 65.00	119	$ 7,735.00	-14	$ (910.00)
	Cadd Technician	$ 80.00	87	$ 6,960.00	$ 80.00	322.25	$ 25,780.00	235.25	$ 18,820.00
	Administrative Assistant	$ 65.00	0	$ -	$ 65.00		$ -	0	$ -
	Clerical Support	$ 48.00	15	$ 720.00	$ 48.00	30	$ 1,440.00	15	$ 720.00
	Architectural Student	$ 40.00	44	$ 1,760.00	$ 40.00	216	$ 8,640.00	172	$ 6,880.00
			Arch.	$ 64,090.00			$ 134,637.50		$ 70,547.50
			Engineering	$ 45,910.00					
			A/E Total	$ 110,000.00					

Construction Documents	Project Administrator	$ 185.00	57	$ 10,545.00	$ 185.00	161.5	$ 29,877.50	104.5	$ 19,332.50
	Senior Project Manager	$ 170.00	145	$ 24,650.00	$ 170.00	243	$ 41,310.00	98	$ 16,660.00
	Junior Project Manager	$ 140.00	246	$ 34,440.00	$ 140.00	160	$ 22,400.00	-86	$ (12,040.00)
	Project Architect	$ 130.00	113	$ 14,690.00	$ 130.00	364	$ 47,320.00	251	$ 32,630.00
	Architect III	$ 120.00	41	$ 4,920.00	$ 120.00	85.5	$ 10,260.00	44.5	$ 5,340.00
	Architect II	$ 100.00	226	$ 22,600.00	$ 100.00	274	$ 27,400.00	48	$ 4,800.00
	Architect I	$ 90.00	22	$ 1,980.00	$ 90.00	163.5	$ 14,715.00	141.5	$ 12,735.00
	Senior Interior Designer	$ 90.00	161	$ 14,490.00	$ 90.00	102.75	$ 9,247.50	-58.25	$ (5,242.50)
	Interior Designer	$ 65.00	371	$ 24,115.00	$ 65.00	293.25	$ 19,061.25	-77.75	$ (5,053.75)
	Cadd Technician	$ 80.00	304	$ 24,320.00	$ 80.00	489.75	$ 39,180.00	185.75	$ 14,860.00
	Administrative Assistant	$ 65.00	0	$ -	$ 65.00		$ -	0	$ -
	Clerical Support	$ 48.00	20	$ 960.00	$ 48.00	30	$ 1,440.00	10	$ 480.00
	Architectural Student	$ 40.00	25	$ 1,000.00	$ 40.00	470.75	$ 18,830.00	445.75	$ 17,830.00
			Arch.	$ 178,710.00			$ 281,041.25		$ 102,331.25
			Engineering	$ 156,229.00					
			A/E Total	$ 335,000.00					
Construction Administration	Project Administrator	$ 185.00	19	$ 3,515.00	$ 185.00	36	$ 6,660.00	17	$ 3,145.00
	Senior Project Manager	$ 170.00	52	$ 8,840.00	$ 170.00	100	$ 17,000.00	48	$ 8,160.00
	Junior Project Manager	$ 140.00	169	$ 23,660.00	$ 140.00	254	$ 35,560.00	85	$ 11,900.00
	Project Architect	$ 130.00	159	$ 20,670.00	$ 130.00	239	$ 31,070.00	80	$ 10,400.00
	Architect III	$ 120.00	25	$ 3,000.00	$ 120.00	38	$ 4,560.00	13	$ 1,560.00
	Architect II	$ 100.00	0	$ -	$ 100.00		$ -	0	$ -
	Architect I	$ 90.00	0	$ -	$ 90.00		$ -	0	$ -
	Senior Interior Designer	$ 90.00	32	$ 2,880.00	$ 90.00	48	$ 4,320.00	16	$ 1,440.00
	Interior Designer	$ 65.00	134	$ 8,710.00	$ 65.00	201	$ 13,065.00	67	$ 4,355.00
	Cadd Technician	$ 80.00	423	$ 33,840.00	$ 80.00	634	$ 50,720.00	211	$ 16,880.00
	Administrative Assistant	$ 65.00	0	$ -	$ 65.00	0	$ -	0	$ -
	Clerical Support	$ 48.00	25	$ 1,200.00	$ 48.00	38	$ 1,824.00	13	$ 624.00
	Architectural Student	$ 40.00	0	$ -	$ 40.00		$ -	0	$ -
			Arch.	$ 106,315.00			$ 164,779.00		$ 58,464.00
			Engineering	$ 78,685.00					
			A/E Total	$ 185,000.00					
Construction Estimating	Project Administrator	$ 185.00		$ -	$ 185.00		$ -	0	$ -
	Senior Project Manager	$ 170.00		$ -	$ 170.00	33.75	$ 5,737.50	33.75	$ 5,737.50
	Junior Project Manager	$ 140.00		$ -	$ 140.00		$ -	0	$ -
	Project Architect	$ 130.00		$ -	$ 130.00		$ -	0	$ -
	Architect III	$ 120.00		$ -	$ 120.00		$ -	0	$ -
	Architect II	$ 100.00		$ -	$ 100.00		$ -	0	$ -
	Architect I	$ 90.00		$ -	$ 90.00		$ -	0	$ -
	Senior Interior Designer	$ 90.00		$ -	$ 90.00		$ -	0	$ -
	Interior Designer	$ 65.00		$ -	$ 65.00		$ -	0	$ -
	Cadd Technician	$ 80.00		$ -	$ 80.00		$ -	0	$ -
	Administrative Assistant	$ 65.00		$ -	$ 65.00		$ -	0	$ -
	Clerical Support	$ 48.00		$ -	$ 48.00		$ -	0	$ -
	Architectural Student	$ 40.00		$ -	$ 40.00		$ -	0	$ -
			Arch + Consultant	$ 20,000.00			$ 25,737.50		$ 5,737.50

FF&E (Furniture)	Project Administrator	$	185.00	19	$ 3,515.00	$ 185.00	74	$ 13,690.00	55	$	10,175.00
	Senior Project Manager	$	170.00	64	$ 10,880.00	$ 170.00	96	$ 16,320.00	32	$	5,440.00
	Junior Project Manager	$	140.00	78	$ 10,920.00	$ 140.00	117	$ 16,380.00	39	$	5,460.00
	Project Architect	$	130.00	126	$ 16,380.00	$ 130.00	189	$ 24,570.00	63	$	8,190.00
	Architect III	$	120.00	135	$ 16,200.00	$ 120.00	202.5	$ 24,300.00	67.5	$	8,100.00
	Architect II	$	100.00	27	$ 2,700.00	$ 100.00	40.5	$ 4,050.00	13.5	$	1,350.00
	Architect I	$	90.00	0	$ -	$ 90.00		$ -	0	$	-
	Senior Interior Designer	$	90.00	149	$ 13,410.00	$ 90.00	348	$ 31,320.00	199	$	17,910.00
	Interior Designer	$	65.00	384	$ 24,960.00	$ 65.00	440	$ 28,600.00	56	$	3,640.00
	Cadd Technician	$	80.00	0	$ -	$ 80.00	64	$ 5,120.00	64	$	5,120.00
	Administrative Assistant	$	65.00	0	$ -	$ 65.00		$ -	0	$	-
	Clerical Support	$	48.00	0	$ -	$ 48.00		$ -	0	$	-
	Architectural Student	$	40.00	0	$ -	$ 40.00		$ -	0	$	-
				Arch + Int. Des.	$ 99,000.00			$ 164,350.00		$	65,385.00
Post Construction	Project Administrator	$	185.00	2	$ 370.00	$ 185.00	8	$ 1,480.00	6	$	1,110.00
	Senior Project Manager	$	170.00	2	$ 340.00	$ 170.00	20	$ 3,400.00	18	$	3,060.00
	Junior Project Manager	$	140.00	9	$ 1,260.00	$ 140.00	14	$ 1,960.00	5	$	700.00
	Project Architect	$	130.00	9	$ 1,170.00	$ 130.00	30	$ 3,900.00	21	$	2,730.00
	Architect III	$	120.00	0	$ -	$ 120.00		$ -	0	$	-
	Architect II	$	100.00	0	$ -	$ 100.00		$ -	0	$	-
	Architect I	$	90.00	0	$ -	$ 90.00		$ -	0	$	-
	Senior Interior Designer	$	90.00	5	$ 450.00	$ 90.00	8	$ 720.00	3	$	270.00
	Interior Designer	$	65.00	0	$ -	$ 65.00		$ -	0	$	-
	Cadd Technician	$	80.00	17	$ 1,360.00	$ 80.00	26	$ 2,080.00	9	$	720.00
	Administrative Assistant	$	65.00	0	$ -	$ 65.00		$ -	0	$	-
	Clerical Support	$	48.00	1	$ 48.00	$ 48.00	2	$ 96.00	1	$	48.00
	Architectural Student	$	40.00	0	$ -	$ 40.00		$ -	0	$	-
				Arch.	$ 4,998.00			$ 13,636.00		$	8,638.00
				Engineering	$ 4,002.00						
				A/E Total	$ 9,000.00						
				Arch	**$ 516,838.00**			**$ 926,722.00**			**$ 409,919.00**
				Engineering	$ 316,101.00						
				A/E Total of above Catagories	$ 833,000.00	(w/o PreDesign and IT,AV)					

represents 100% complete (actual time reported)
represents 80% complete (80% actual time reported)
no time invested to-date (estimated time shown)

COUNCIL BILL NO. 2015-373 **ORDINANCE NO. 2015-**

An Ordinance approving a change order submitted by Sapp Design Associates related to the Agreement for Architectural Services for the design of the Joplin Public Library, in the amount of Two Hundred and Ninety-Five Thousand Dollars and 00/100 ($295,000.00), for additional scoping and design services for the Economic Development Administration funded Library Project, and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement.

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

WHEREAS, on May 22, 2013, the Economic Development Administration awarded the City of Joplin Twenty Million Dollars and 00/100 ($20,000,000) toward the construction of a new public library.

WHEREAS, on February 2, 2015, the City entered into an agreement the Sapp Design Associates Agreement between the City of Joplin and Sapp Design Associates, in an amount not to exceed the amount of Nine Hundred and Ninety-Five Thousand Dollars and 00/100 ($995,000.00) for design services for the library.

WHEREAS, on September 8, 2015, the City amended the Agreement between the City of Joplin and Sapp Design Associates to include a not to exceed amount of Thirty Six Thousand Dollars and 00/100 ($36,000.00) for additional design services for mechanical systems for the library.

WHEREAS, on August 6, 2015, the City received written notification from Sapp Design Associates requesting Two Hundred and Ninety-Five Thousand Dollars and 00/100 ($295,000.00) for additional scope and design services for the library project.

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

Section 1. That the Director of Planning Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Change Order, for and on behalf of the City of Joplin. Payment of the Change Order is contingent upon approval by the Economic Development Administration as an approved cost of the project.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

I hereby certify that a sufficient amount is available in the EDA Library Grant Award Budget.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015

Item: Sapp Design Associates-Design Fee Increase
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) Attachment A
2) Council Bill No. 2015-373

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

Recommended Action: Discussion of Sapp Design Associates design fee increase request for the Joplin Public Library project.

DISCUSSION:

On February 2, 2015 the City entered into an agreement with Sapp Design Associates The agreement is not to exceed the amount of Nine Hundred and Ninety-Five Thousand Dollars and 00/100 ($995,000.00) for design services for the library.

On September 8, 2015 the City amended the Agreement between the City of Joplin and Sapp Design Associates to include a not to exceed amount of Thirty Six Thousand Dollars and 00/100 ($36,000.00) for additional design services for mechanical systems for the library.

City staff were provided information on September 9, 2015 of a request of a design fee increase (change order) for additional staff time and resources in scoping and designing the building. The amount requested is Two Hundred and Ninety-Five Thousand Dollars and 00/100 ($295,000.00).

Relevant information has been attached to this summary sheet and Sapp representatives will be present at that the meeting to formally present their request.

RECOMMENDATION:

Staff is presenting this Change Order to Council for its review.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-459

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: AGREEMENT FOR PROFESSIONAL ARCHITECTURE CONSULTING SERVICES ; EXHIBIT A SCOPE AND FEE PROPOSAL BY ARCHITECT ; EXHIBIT B CITY OF JOPLIN RFQ 2015-RFQ-03; ARCHITECT RFQ RESPONSE DATED MARCH 10, 2015 ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
Public Works Director: Nicholas Heatherly
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves an Agreement For Professional Architecture Consulting Services between the City of Joplin and Hunter & Millard Architects, Inc., for design work associated with the storage/garage facility for the city health department.

DISCUSSION:
Currently the city health department utilizes a garage facility located under the north approach of the Pennsylvania Street Viaduct. The department has utilized this facility for many years. The department uses this facility to house the 3 animal control truck/carrier units, all associated animal control equipment (traps, cages, etc.), a pickup utilized by the mosquito control program, all associated mosquito control equipment such as a skid mounted fogger, and various chemicals used in the mosquito control program.

The current facility is quite old and is in serious disrepair. Being located under the old viaduct, (the viaduct acts as the roof for the garage), renovation of the facility is not a good option nor is it cost effective. Further, the facility is undersized for the needs of the department.

In response to the condition of the facility, the city council at the February 18, 2014 meeting approved the purchase of property at 325 E. 3rd street to be utilized as a site for a future replacement facility. In the 2014-2015 city budget, $250,000 was allocated for a replacement facility.

On March 2, 2015 a Request For Qualifications (RFQ) For Architectural Services was advertised requesting responses from qualified vendors for the project. Responses were received from 7 architectural firms. The responses were reviewed by a review panel including public works and health department staff and the firm of Hunter and Millard was chosen as the most qualified firm based on their response.

After initial discussions with Hunter and Millard representatives to further define the Scope of Work for the project, an anticipated cost estimate of approximately $325,000-350,000 has been provided for the work, exceeding the budgeted allocation. Based on that information, staff is recommending entering into an agreement with Hunter & Millard, Inc. but proceeding forward with only Phases 1-3 of the project. Costs for these phases is $29,800. This would allow for all site explorations and design of the building to include design drawings. This may further define costs estimates for the complete project. Phase 4-Bidding and 5-Contract Administration (construction) would await possible future funding opportunities. If funding opportunities are found for the shortfall, costs bid for Phase 4 and 5 are fixed for up to 18 months from the date of the agreement.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

CITY	ARCHITECT
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Hunter & Millard Architects, Inc. Address: 3323 E. 32nd Street, Suite B JOPLIN, MO 64804
Attention: Samuel L. Anselm	Attention: Elliott D. Hunter
Department: City Manager	Phone: Fax:
Phone: **417-624-0820, ext 205** Fax:	

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a project identified in this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect is licensed by the Missouri Board for Architects, Professional Architects, and Engineers to perform the services designated under this contract, and further represents that all services shall be done under the direction of a licensed professional by the Missouri Board for Architects, Professional Architects, and Engineers;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees to perform the services described in this Agreement. The services of the Architect shall commence as soon as practicable after the execution of this Agreement, 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. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental Architecting work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.

   (a) Scope of Services. The Scope of Services is set out specifically in the Request for Qualifications, 2015-RFQ-03, which is incorporated fully herein and attached hereto as Exhibit B. Exhibit B provides the General Requirements and Scope of Work. The Scope of Services for this Agreement shall also include the Services as set forth in Exhibit A, identified in the Architect's Response and Proposal for the design of the Project. The current scope shall include Phase 1, 2 and 3. Phases 4 and 5 may be authorized by the City at a later date.

2. **Term.** The services of the Architect shall commence as soon as practicable after the execution of this Agreement, 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 outlined in this Agreement.

3. **Payment.** The City, pursuant to this Agreement, shall pay Architect the consideration set forth in the Architect's Fee Proposal, a fixed price proposal, which is incorporated fully herein and attached hereto as Exhibit A, which shall constitute complete payment for the services furnished in connection with the work required to be performed under this Agreement. The total costs for Architect's services under this Agreement shall not exceed $37,250.00 for Phases 1, 2, 3, 4 and 5. For only Phases 1,

2 and 3 the total cost shall not exceed $29,800.00. This not to exceed amount includes any printing, postage, mileage and incidental expenses.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Architect shall secure at its own expense, all personnel required to perform the services called for under this contract by the Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under the Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

   a. Termination for breach. Failure of the Architect to fulfill the Architect's obligations under this contract in a timely and satisfactory manner. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

   b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Architect from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignmentshall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. **Occupational License**: The Architect shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.

12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder, as are enacted as of the date of rendered services. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by the Architect is current.

13. **Reports and Information.** The Architect, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

14. **Records and Audits.** The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds.

15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.

16. **Equal Employment Opportunity**. During the performance of this Contract, the Architect agrees as follows:

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

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

    c) The Architect will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

f) The Architect shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Architect shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Architect's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. Affirmative Action for Handicapped Workers

a. The Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Architect agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Architect's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Architect will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Architect will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

19. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

21. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

22. **Authorized Employees**. Architect acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Architect therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

23. **Interest of Architect and Employees**. The Architect covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.

24. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

25. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

26. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. **Nonresident/Foreign Contractors**. The Architect shall procure and maintain during the life of this contract:

    a. If the Architect is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

    b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

28. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

29. **City Benefits**. The Architect shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. **Insurance**. Without limiting any of the other obligations or liabilities of the Architect, the Architect 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 Architect to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Architect 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 Architect. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Health Department, 602 S. Main, Joplin, MO 64801

All policies except for the professional liability policy 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, 2015, 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 least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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. Architect 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 attorney's fees of Architect, its employees, officers or agents. Architect 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 Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2, 727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. 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 Architect shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Architect 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 Architect 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 Architect, upon 10 days written notice, to execute a contract addendum whereby the Architect agrees to provide, at a price not exceeding Architect'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.

31. **Liability and Indemnity**. The parties mutually agree to the following:

    a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

    b) The Architect shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

    c) In no event shall the City be liable to the Architect for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

33. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD/electronic files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

34. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

35. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

36. **Environmental Compliance (24 CFR 85.36(i)(12)):** The Architect must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

37. **Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Architect arising out of or related to this agreement or the breach thereof, will be first submitted to mediation, and if the dispute is not resolved, the parties may pursue all other available legal remedies.

38. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

39. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

43. **Documents Made a Part of This Agreement**.

a. Exhibit B. City of Joplin RFP 2015-RQQ-03.
b. Exhibit A. Scope and Fee Proposal by Architect.
c. Architect RFQ Response dated March 10, 2015

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

Architect: Hunter & Millard Architects, Inc.

By: _____

Printed Name: Elliot D. Hunter

Title: President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

Date: _____

Hunter & Millard Architects, Inc.

Exhibit "A"

For: Storage for Joplin Health Dept.

Architectural services shall consist of the following:

Phase 1&2 Schematic Design and Design Development

1. Visual and photographic survey of the proposed site by the Architect.
2. Boundary and topographic survey with Civil engineers.
3. Exploratory site borings for soil strength and possible subsurface problems.
4. Review of design criteria as presented in the request for proposals with City Health Department representatives.
5. Preparation of schematic, site plans, floor plans and exterior elevations. These will be done with the assistance our civil, structural and mechanical engineers.
6. Presentation of schematics to Health Department for critique and modification.
7. Plan critiques continue until design has satisfactorily met Health Department requirements.
8. Planning, Zoning, Building Codes, ADA, Detention Storage and other Life safety requirements are constantly monitored during the design development process.
9. Attention to budget constraints is exercised throughout schematic design. An Architect's estimate will be issued at the conclusion of this Phase.
   A pre-development meeting will be scheduled with Building Department at the appropriate point in the Schematic process.

In summary, work provided in these phases would include, but not be limited to the following:

- *Development of project scope*
- *Pre-development meeting*
- *Schematic site plan*
- *Schematic design of floor plans*
- *Exterior views*
- *Code and ADA compliance*

3323 E. 32nd Suite B Joplin, MO 64804 417-624-8872 hunterandmillard. com

Hunter & Millard Architects, Inc.

Phase Three Contract Document Phase.

1. Detailed drawings are commenced. They are based on the approved schematic plans.
2. Documents shall include: Site plan prepared by Civil; Engineers, Floor plan, Room finish and door schedule, Roof plan, Building sections, Wall sections, Miscellaneous Cabinetry and other details, Foundation plan, structural plans and details prepared by structural engineers, Plumbing, HVAC and Electrical plans prepared by Mechanical engineers, Project specifications prepared by the Architect and his engineers. Specifications shall include Prevailing wage schedule and Instructions to Bidders.

3. Coordination between the Architect's team and the Health department continues as detailed plans are developed.

Note: The Phases Four and Five as outlined below shall not be performed under this agreement until authorized in writing by the City of Joplin.

Phase Four Bidding Phase.

In this phase the Architect shall assist you in advertising for, and notifying prospective bidders, holding a bid opening, and qualifying those bids.

Phase Five Contract Administration.

1. Architects and engineers conduct periodic site visits at critical construction points.
2. Architects and engineers review of shop drawings and submittals
3. Architect's review of pay requests from general contractor.
4. Architect shall issue Change Orders as needed.
5. Architects and engineers shall conduct final punch list.

Not included in proposed services are environmental studies or asbestos abatement studies.

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Hunter & Millard Architects, Inc.

Hunter and Millard's fee for services as outlined in "Exhibit A" would be **$37,250**. Fee includes any printing, postage, or mileage.

Payments would be due as follows:

Completion of Phases 1 & 2--------20% or $7,450
Completion of Phase 3----------60% or$22,350
(Phase 3 would be billed monthly based on percentage of completion)
Completion of Phase 4----------No billing due
Phase 5 –The remaining 20% or $7.450 would be billed in equal monthly payments over the Construction period.

Fee amount for Services for **Phases Four and Five** shall be fixed for 18 Months from date of this agreement.

Our statements are typically sent on the 20th of each month, however, that date can be adjusted to suit a client's particular situation.

Hourly rates for any services outside this agreement are:

Registered Architects----------$85 per hour
Technical staff----------$65 per hour
Engineers and consultants @ their invoice price

Estimating construction cost without plans is difficult, but given the information provided and having reviewed the site we believe **the cost would be in the range of $325,000 to $350.000**. This figure is derived from comparative costs.

From notice by the City, the **Schedule of service mileposts** would be expected as follows:

Week 1:
Initiate contract with City
Architects examination of the site
Architect initiates contract with Civil engineer for survey and soil boring.
Architect initiates contract with PME and Structural Engineer

Hunter & Millard Architects, Inc.

Schedule meeting with Health Dept. to review requirements.
Begin preparing schematic plans.

Week 2:
Review schematics with Health Dept. and Architects consultants.
Modify Schematic plans in response to clients critique.

Week 3:
Review modified schematics with Health Dept. and Architects consultants.
Modify plans from previous meeting
Schedule Pre-development meeting with City Building Department (might be scheduled in week 2 to receive an appropriate appointment time)
Modify plans in response to Bldg. Dept. review. (if Required)
Final review with Health department.

Week 4:
Commence detailed contract documents.
Continue review with Health Dept. as plans proceed.
Coordinate Engineers efforts with Health Dept.(Civil, mechanical and structural review as required)
Request Wage Determination from state.

Week 5:
Complete detailed Architectural Contract Documents
Architect's review and coordination with Engineers.

Week 6:
Receive completed Engineering documents
Final Review.

Remaining to be done: (not yet authorized under this agreement)
Initiate Bidding Phase Four
Coordinate bidding with city requirements.
Bid opening
Bid review.

Hunter & Millard Architects, Inc.

Contractors Commencement of construction:
Architect and Engineers commence services outlined in Phase 5

Scheduling requirements by the client, Architect, or consultants could result in extension of this schedule.

END of EXHIBIT "A"

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES
(2015-RFQ-03)

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES
FOR A GARAGE/STORAGE FACILITY FOR THE JOPLIN HEALTH DEPARTMENT
TABLE OF CONTENTS

I. PURPOSE OF RFQ..... 4
II. LOCATION..... 4
III. OBJECTIVES..... 4
IV. SCOPE OF WORK..... 4
V. FUNDING..... 4
VI. SELECTION PROCESS..... 4
VII. EVALUATION CRITERIA..... 5
VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION.....5
IX. SUBMITTAL INSTRUCTIONS.....6
X. CONTENT OF SUBMITTAL.....6

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

Request For Qualifications (RFQ) for Architectural Services for a Garage/Storage Facility for the Joplin City Health Department are to be addressed to City of Joplin, Attn: Daniel Pekarek, Director, Joplin City Health Department, 321 E. 4th St., Joplin, Missouri 64801 and will be received on or before Wednesday, April 01, 2015 DATE, 2014, until 2:00 p.m.

ARCHITECTURAL SERVICES
FOR A GARAGE/STORAGE FACILITY FOR THE JOPLIN HEALTH DEPARTMENT

CITY OF JOPLIN reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the firm(s) who CITY OF JOPLIN in its sole discretion determines to be most qualified, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the deadline date and time will not be accepted. **Caution to those submitting qualifications; those not in the proper form may be rejected.**

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

PURPOSE OF RFQ
CITY OF JOPLIN invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with a Garage/Storage Facility for the Joplin City Health Department as herein outlined.

LOCATION
CITY OF JOPLIN is planning to construct a Garage/Storage Facility for the Joplin City Health Department. The facility location will be 325 E. 3rd St. in Joplin, Mo. The scope of this project includes design, site work, permits, contractor negotiations, project oversight, etc. necessary for completion of a garage/storage facility ready for occupancy and use . All work is in Joplin, Missouri. CITY OF JOPLIN intends to competitively bid the project to qualified general contractors who will perform the work according to plans and specifications proposed by the qualified firm chosen pursuant to this RFQ.

OBJECTIVE
CITY OF JOPLIN proposes to retain a highly qualified, capable firm(s) to act as the Architect during the planning of the project for not-to-exceed price as will be determined with the selected firm based upon a detailed scope of work to be developed after a qualified architectural firm is chosen.

Those firm(s) who participate in this RFQ process are sometimes referred to as "Respondents" and "Architects". CITY OF JOPLIN will give prime consideration to the Architect with significant, current experience in the development, design, renovation, and construction, of similar buildings and projects. CITY OF JOPLIN reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

SCOPE OF WORK
The selected Architect will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon the initial selection of a Respondent based upon qualifications, with whom negotiations will proceed, a Scope of Work will be developed. CITY OF JOPLIN anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations; however, CITY OF JOPLIN reserves the right to include additional project elements in the initial or subsequent professional services agreements as CITY OF JOPLIN may (in its sole discretion) deem appropriate. CITY OF JOPLIN will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, CITY OF JOPLIN reserves the right to approve proposed sub-consultants that will be associated with the Project.

PROJECT FUNDING
Funding for the work described herein will be provided by CITY OF JOPLIN.

SELECTION PROCESS
Selection of firm(s) will follow the submittal-interview process.

From a review of the statements of qualification received, CITY OF JOPLIN intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. CITY OF JOPLIN will notify firms of the date and time of the interview. CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received.

The selected respondent whose selection was based on qualifications will then negotiate with CITY OF JOPLIN on a not-to-exceed fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will proceed with the second most-qualified respondent until a mutually agreed contract can be negotiated.

EVALUATION CRITERIA

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

A. Qualifications of Firm (10 points)
   Qualifications of firm, specifically as they relate to this Project.
B. Firms Experience on Similar Projects (10 points)
   Related project experience of the firm(s) and the individuals who would be assigned to this Project.
C. Available Resources to Complete Project (10 points)
   This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.
D. Responsiveness to the RFQ (5 points)
   This would include any documents submitted such as concept plans, space planning, and design concepts and other related items.
E. Professional References (10 points)

ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

RFQ Schedule

Activity	Date
RFQ issued	March 02, 2015
RFQ due date	April 01, 2015

This timetable may be modified based on number of proposals received and extent of interview and discussion timeframes.

A. **No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of CITY OF JOPLIN for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of CITY OF JOPLIN, which are outside of the establish process should not be initiated.

B. **All Information True** – By submitting a response, Respondents represent and warrant that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, may be excluded.

C. **Interviews** – After the initial evaluation of the statements of qualifications, Respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's approach, but on an appraisal of the persons who would be directly involved in the Project.

D. **Inquires** – Please refrain from contacting CITY OF JOPLIN staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

E. **Cost of Responses** – CITY OF JOPLIN will not be responsible for the costs incurred by anyone in the submittal of responses.

F. **Contract Negotiations** – This RFQ is not a contract or a commitment of any kind. If this RFQ results in a contract offer by CITY OF JOPLIN, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

G. **No Obligation** – CITY OF JOPLIN reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in CITY OF JOPLIN's best interest; or cancel the entire process.

H. **Professional Liability Insurance** – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

SUBMITTAL INSTRUCTIONS

Sealed submittals are required. An original and one copy of the responses are to be delivered to Daniel Pekarek, Director, Joplin City Health Department, at the address set forth below at or before 2:00pm, on, Wednesday, April 01, 2015 . All submittals must be labeled:

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES
FOR Garage/Storage Facility for the Joplin City Health Department

ATTN: Daniel Pekarek, Director,
Joplin City Health Department
321 E. 4th St., Joplin Mo. 64801

To enable CITY OF JOPLIN to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

PLEASE CLEARLY MARK "CONFIDENTIAL/PROPRIETARY" ANY INFORMATION THAT YOU SEEK TO PROTECT FROM PUBLIC DISCLOSURE UNDER THE MISSOURI PUBLIC INFORMATION ACT AND SUBMIT SUCH INFORMATION A SEPARATELY MARKED ENVELOPE. CITY OF JOPLIN CANNOT ASSURE ANY RESPONDENT THAT INFORMATION THAT IS MARKED CONFIDENTIAL/PROPRIETARY WILL REMAIN PRIVATE, HOWEVER, IN THE EVENT OF A REQUEST FOR SUCH INFORMATION UNDER THE PUBLIC INFORMATION ACT, CITY OF JOPLIN WILL TIMELY NOTIFY YOU IN WRITING OF THE REQUEST AND YOU WILL BE AFFORDED THE RIGHT TO SUBMIT BRIEFING TO THE MISSOURI ATTORNEY GENERAL.

CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Firm Information**
  a. Firm name, addresses, and telephone numbers of all firm offices.
  b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
  c. Years firm has been in business.
  d. Name of principals in firm.
  e. Primary contact.
  f. Organizational description.
  g. Description of firm's philosophy.

- **Divider #2: General Company History/Qualifications**
  a. A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.
  b. An organization chart that explains team member responsibilities.
  c. Name of the Project Team Leader in charge of project.
  d. The resumes of all persons to be assigned to the project with their prospective roles identified.
  e. Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Missouri.

- **Divider #3: Financial and Legal Status**
  a. Describe the general financial capability of the Respondent. If requested during the selection or negotiation process a financial statement and balance sheet may be required.
  b. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
  c. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
  d. All insurance coverage that the firm has which would be applicable to the work.

- **Divider #4: Experience and References**
  a. Discussion of Architect's experience in working with government Agencies.
  b. List of representative Governmental projects, whether ongoing or completed, including references. Please begin with projects in Missouri. For each, please provide:
    i. Project name and location
    ii. Year completed
    iii. Short description of project
    iv. Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project
    v. Cost of Construction for project
    vi. Names, addresses and telephone numbers of general contractor and engineer
    vii. Design and construction cost and whether or not it was completed on time
  c. List of all projects currently under contract

- **Divider #5: Management and Organizational Approach**

On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

a. Describe your firm's understanding of the project.
b. Describe how the firm will organize to perform the services.
c. Description of Architect's approach to code analysis and jurisdictional approvals.

EXHIBIT "A"
GENERAL DESCRIPTION OF SCOPE OF WORK

The Joplin City Health Department desires a garage/storage facility generally to house vehicles, equipment and supplies associated with the city's animal control program and mosquito control program and for storage of emergency operations equipment and supplies. The facility should include:

- Metal one story building 10-ft. eave, batt insulation on concrete slab of approx.. 5,400 sq. ft.
- Parking spaces in facility for 3 pickup size animal control program trucks.
- Parking space in facility for 1 mosquito control pickup size truck.
- Parking space in facility for 1, 14 ft. box trailer.
- 1(or2) additional parking spaces if possible.
- Enclosed storage room (approx. 312 sq. ft.) for storage of emergency operations supplies.
- Electrical service adequate for facility.
- Gas service adequate for facility.
- Plumbing stubbed out (water and wastewater) for 2 ADA accessible restrooms (men and women) and one water fountain (for possible future need).
- One deep handwash sink with eye wash station.
- One indoor hose bib.
- One mop sink.
- Heating system adequate for facility.
- Exhaust fan for cooling purposes.
- Single stationary 1000lb. overhead winch.
- Floors sloped to floor drains, all drains to interceptor.
- Area for (possible) future office.
- Overhead door and one single entry door suitable for facility.
- Storm water management necessary for facility.

Unauthorized Aliens Workers Act

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

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

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

_____

Affiant

City of Joplin
Request for Qualifications
For Architectural Services

A Garage/Storage Facility
For the Joplin Health Department

312 E. 4th St., Joplin MO 64801
3/10/15

In response for Request for RFQ's Dated 03/02/2015

Hunter & Millard
ARCHITECTS, INC.

3323 E. 32nd Street Suite B
Joplin, Missouri 64804
Telephone: 417-624-8872 Fax: 417-781-0884
hunterandmillard.com

Hunter & Millard
ARCHITECTS, INC.

March 10, 2015

Daniel Pekarek, Director
Joplin City Health Department
321 E. 4th St.
Joplin, MO 64801

Re: Request for Qualifications for Architectural Services for the
Joplin City Health Department

Dear Mr. Pekarek,

Thank you for the opportunity to present our qualifications to the Joplin City Health Department for Architectural Engineering Services. Attached is our qualifications for services, which includes information about our firm and design team. This submission is in response to your Request for Qualifications dated 03/02/15.

If any other information is needed or there are any questions about this submittal, please contact us. If you would like to interview our design team before the selection is made, we would be available. Again, we appreciate your consideration and hope to become part of the team to build the Garage/Storage Facility for the Joplin Health Department.

Sincerely,

Elliott D. Hunter, AIA
Architect

Jeffrey Millard, AIA
Architect

3323 East 32nd Street Suite B
Joplin, Missouri 64804
Telephone: 417-624-8872 Fax: 417-781-0884
hunterandmillard.com

Table of Contents

1. Divider #1- Firm Information

2. Divider #2- General Company History/Qualifications

3. Divider #3- Financial and Legal Status

4. Divider #4 – Experience and References

5. Divider #5- Management and Organization Approach

6. Resumes

Hunter & Millard
ARCHITECTS, INC.

Divider #1: Firm Information

a. Hunter & Millard Architects, Inc.
3323 E. 32nd Street, Suite B
Joplin, MO 64804
Telephone: 417-624-8872 Fax: 417-781-0884

b. Hunter & Millard Architects, Inc. is a corporation. We have a total of 6 employees. The Principals/Architects of the firm are Elliott Hunter & Jeff Millard. Josh Anderson is an Architect-in-training. Eddy White and Casey Tullis are drafting and design consultants. Our office manager is Amanda Powell and Alyssa Hunter is our marketing director.

c. The firm was established in 1985 and has been in business for 30 years.

d. The Principals/Architects of the firm are Elliott Hunter & Jeff Millard.

e. Primary Contact: Elliott Hunter, Architect 417-624-8872
elliott@hunterandmillard.com

f. As a smaller firm (6-7 employees) roles are not narrowly defined and many responsibilities are shared.

As Chief stock holder, management and plan development is the main charge of Jeff Millard.

Elliott Hunter's role is to support Jeff, review and consult on plans in progress.

Amanda Powell fills the multiple roles of secretary, purchasing and office management.

Josh Anderson, Casey Tullis and Eddy White share in planning, detailing and generally producing the contract documents. Production staff and principals, Jeff and Elliott coordinate with our consulting engineers. Everyone on staff is involved in code and ADA compliance.

Typically, as the Architect of Record, plans are subject to Elliott's review before they are sealed.

Contract Administration including, site observation, payment approval and coordination between owner and contractor are duties overseen by Elliott. Shop drawing review is conducted by Jeff and staff and the appropriate consulting engineers.

Our marketing Director, Alyssa Hunter, supports Jeff and Elliott in our marketing effort.

g. Hunter & Millard Architects, Inc. is a full service architectural firm based in Joplin, MO. Founded by Elliott Hunter in 1985, the firm was originally located in historic Carthage, MO. Since the beginning, we have strived to bring our clients a product that is both aesthetically pleasing and cost efficient. We like to think that our design approach combines creative thinking with rational, real world solutions. Hunter & Millard Architects specializes in the design and planning of a wide range of facilities, including educational, commercial, industrial, medical, civic, and worship. While our projects vary in size, scope, and complexity, we pride ourselves on a design excellence that does not adhere to just one style, but focuses on being sensitive to the needs of each individual program. At Hunter & Millard Architects, design is what we do, and it is our job to make our clients' vision a reality.

We have been involved in architecture in the Joplin area for many years, (Elliott Hunter's career began in 1962). This has provided our firm with a thorough understanding of local architecture and construction. At its founding in 1985, our current firm combined design and construction in a construction management format. We believe our experience in that mode leads to an advantage for us by providing a good understanding of the owner/architect/contractor relationship and has led to smooth coordinated projects.

Our smaller sized firm assures that clients will receive full attention of principals throughout the project. Our experience with contractors includes general or "open" bids, invited bidding, negotiating with individual contractors and various forms of construction management. We would be pleased to discuss pros and cons of those approaches in detail with you.

Our website www.hunterandmillard.com and our Facebook page "Hunter & Millard Architects, Inc. has photos of some of our projects.

3323 E. 32nd Street Suite B
Joplin, Missouri 64804
Telephone: 417-624-8872 Fax: 417-781-0884
hunterandmillard.com

Divider #2: General Company History/Qualifications

a. The firm was originally "Elliott Hunter & Associates, Inc", at its start in 1985. The firm was located at 525 N. Garrison Avenue in the historic 'Lincoln School' building.

Elliott Hunter started the firm after leaving Ivan McElwee Associates and JMH Construction Management, of which he was a founding partner. Previously he had worked for Goodman Church Builders from 1962 to 1983, and Carthage Marble before that.

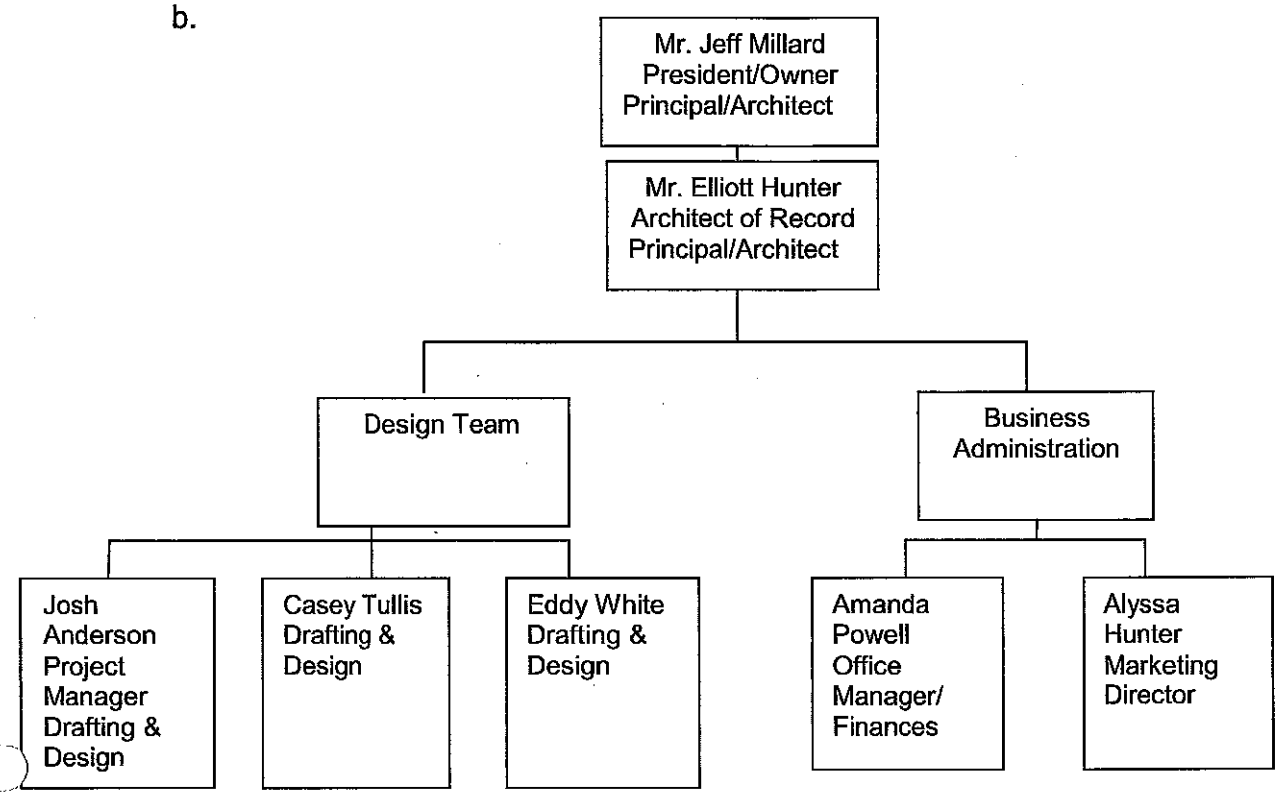
Jeff Millard joined the firm in 1987 and for the next several years the firm concentrated on the design and construction of the Precious Moments Chapel Campus located in Carthage, Missouri. The firm also had a construction management division that was involved in the construction of the chapel facility. This division was eliminated at the completion of the chapel facility to focus strictly on providing architectural services to the community.

Jeff Millard became a registered architect in 1993 and in 2002 became a partner in the firm. At this time the firm name was changed to "Hunter & Millard Architects, Inc.". The firm also operates and "Hunter & Associates, P.C." in the states of Kansas and Oklahoma.

The firm moved to Joplin, Missouri approximately eight years ago and was located the Commerce Executive Center at 211 S. Main Street. The company recently changed locations to a newer and larger office in June of 2013. We are currently located at 3323 E. 32nd Street, Suite B., Joplin, Mo.

Municipal projects are almost always full service, in which we provided the following, design contract documents, bidding and contract administration.

b.



c. Project Team Leader for this project: Jeff Millard, Architect

d. Project Team for this project:

Principals/Architects:
Elliott Hunter, Jeff Millard – client contact, scope development, and preliminary design.

Technical Staff:
Josh Anderson, Casey Tullis, Eddy White – drafting & design

Office Manager:
Amanda Powell - invoicing and clerical duties associated with project.

Consultants:
Conway Duncan, Springfield Missouri: plumbing, hvac, and electrical engineering.

Pinnacle Design, Springfield, Mo for Structural Engineering.

Civil Engineers:
Anderson Engineering, Inc., Joplin, MO.

Project team consultant resumes are at the end of this submittal.

e. Architects/Engineers documentation of Missouri registration.
Elliott Hunter, Hunter & Millard Architects, Inc.
Missouri Registration #A4617
Jeffrey Millard, Hunter & Millard Architects, Inc.
Missouri Registration #006845
Chris Duncan, Conway Duncan Engineering
Missouri Registration # 2005021661
Kevin Conway, Conway Duncan Engineering
Missouri Registration #028270
Ronald Hamme, Pinnacle Design Consultants
Missouri Registration #028139
Bryan Osborn, Anderson Engineering, Inc.
Missouri Registration #PE-2008019582

If copies of Missouri license or Missouri Certificate of authorities are need, please let us know.

Divider #3: Financial and Legal Status

a. Hunter & Millard Architects, Inc. has adequate capital to function on projects of this scope and much larger.

b. None

c. None

d. Please see attached Certificates of Insurance.

*In 30 years of operation, we have been in no court actions whatsoever. We maintain an errors and omissions insurance policy, but have never filed a claim

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael J Hall & Company
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J. Hall & Company
PHONE (A/C, No, Ext): 360-598-3700 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@hallandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NAVIGATORS INSURANCE COMPANY	42307
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 2372
Hunter & Millard Architects Inc
3323 E. 32nd Street Suite B
Joplin MO 64804

COVERAGES **CERTIFICATE NUMBER:** 981291904 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab: Claims Made			CM14DPL034652IV	5/7/2014	5/7/2015	$500,000 Per Claim $500,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Joplin City Health Department
321 E. 4th St.
Joplin MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Geoff Bollet

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Dale Samuels(1414310) 2914 E 32nd St Ste 306 Joplin MO 64804-4403	PHONE (A/C, No, Ext): 417-782-6822	FAX (A/C, No):
	E-MAIL ADDRESS: dsamuels1@farmersagent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Truck Insurance Exchange	21709
	INSURER B : Farmers Insurance Exchange	21652
	INSURER C : Mid Century Insurance Company	21687
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED: HUNTER & MILLARD ARCHITECT IN, 3323 E 32ND ST STE B, JOPLIN MO 64804

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			605840827	06/22/2014	06/22/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [X] NON-OWNED AUTOS			605840827	06/22/2014	06/22/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A0216338500	06/22/2014	06/22/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Joplin City Health Department
321. E. 4th Street
Joplin, Mo 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dale Samuels

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Divider #4: Experience and References

a. The firm has experience with numerous government projects: Crawford County Elevator, Pineville Community Center, FBI, Jasper County Sheltered Facilities Board, Frontenac City Hall, Frontenac Public Safety/ Police Station, Frontenac EMS, Newton County Health, Aurora City Hall, Aurora Train Depot, Carthage City Hall, and Carthage Fire Sub-Station, Carthage Civil War Museum.

b. List of Governmental Projects

Missouri Projects:

i. Jasper County Sheltered Facilities Board Joplin, MO
ii. 2013
iii. New Offices for JCSFB
iv. JCSFB, Alecia Archer
1727 W. 26th Street
Joplin, MO 64801
417-206-7373
v. Construction Cost: $750,000
vi. General Contractor: R.E. Smith Construction
1036 W. 2nd St.
Joplin, MO 64801
417-623-4545
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586
vii. Construction Cost: $750,000
Design Cost: $30,000
Completed on time

i. FBI Expansion
ii. 2013
iii. Shell Building & Tennant Improvements for FBI Office

iv. US Bank, Warren Brown
Corporate Real Estate
SL-MO-9204
3640 S. Noland Road STE 201
Independence, MO 64055
816-916-7721

v. Construction Cost: $150,000

vi. General Contractor: Dalton-Killinger Construction
1301 W. 4th Street
Joplin, MO 64801
417-624-0651

vii. Construction Cost: $150,000
Design Cost: $4,000
Completed on time

i. Pineville Community Center, Pineville, MO

ii. 2011

iii. A New Community Center for the City of Pineville

iv. City of Pineville, Pat Beshere
PO Box 592
Pineville, MO 64856
417-223-7500

v. Construction Cost: $510,000

vi. General Contractor: Jerry Harner
14 Barbara Court
Noel, MO 64854
417-825-0458

Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586

vii. Construction Cost: $510,000
Design Cost: $27,500
Completed on time

Listed below are several Missouri government projects that are at least ten years of age or older. Due to the period of these projects, we do not have all the requested information. Newton County Health Department, Aurora City Hall, Aurora Train Depot, Carthage City Hall, and Carthage Civil War Museum. If you would like to know more about these projects, please let us know.

Kansas Projects:

i. Crawford County Elevator
ii. 2014
iii. A New Elevator for Crawford County Courthouse
iv. County Courthouse, Tom Ragonese
111 E. Forest Ave
Girard, KS 66743
620-724-2068
v. Construction Cost: $299,000
vi. General Contractor: R.E. Smith Construction
1036 W. 2nd St.
Joplin, MO 64801
417-623-4545
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586
vii. Construction Cost: $299,000
Design Cost: $17,940
Completed on time

i. Frontenac City Hall
ii. 2009
iii. Renovation of Existing City Hall
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost: approximately $250,000
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586

vii. Construction Cost: approximately $250,000
Design Cost: $16,990
Completed on time

i. Frontenac Ambulance Building
ii. 2009
iii. A New Ambulance Building for Crawford County
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost-$693,289
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405- 290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
vii. Construction Cost: $693,289
Design Cost: $41,597
Completed on time

i. Frontenac Maintenance Center
ii. 2008
iii. Addition for Maintenance Building
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost: $127,500
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
vii. Construction Cost: $127,500
Design Cost: $7,000
Completed on time

i. Frontenac Public Safety Center
ii. 2008
iii. Addition & Remodeling of Existing Fire Station Building
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost: $562,600
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586
vii. Construction Cost: $562,600
Design Cost: $30,943
Completed on time

c. Projects Currently Under Contract

32nd & Connecticut Common Spaces
Ducommun Parsons, KS
Four State Dental Care, Neosho, MO
Freeman NeuroSpine, Joplin, MO
Harbor Freight, Joplin, MO
Herman Lumber, Joplin, MO
Joe's Pizza
Joplin Floor Designs, Joplin, MO
Joseph Business Development Center, Joplin, MO
Herman Lumber
Richard Joseph Jr. Old Oxford, Joplin, MO
Roper Kia Remodel, Joplin, MO

Divider #5: Management and Organizational Approach

a.
b.
c.

Our organizational approach is pretty straightforward, and we believe, standard with our profession. We believe the description in the RFP is adequate to formulate our approach.

In the following description people are identified as follows:

Principals: Jeff Millard and Elliott Hunter

Production staff: Josh Anderson, Casey Tullis, and Eddy White

Office Manager: Amanda Powell

Owner: The city of Joplin and its representatives

Promptly, upon selection, our principals would begin to meet with owner's representatives to develop the project scope more completely. These meetings are typically "give and take" discussions supplemented by sketches and schematic plans. In subsequent meetings, as the plan development progresses, owners and architects input is incorporated and critiqued.

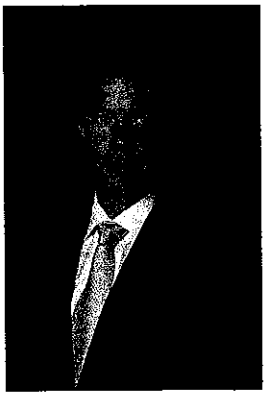
The meeting and development process continues until the owner and architect agree the program is ready for contract documents. ie: detailed plans and specifications. The meeting process will always be with principals, sometimes supplemented by production staff. The entire architectural staff has considered code and ADA compliance throughout the development process. Supplementing this, plans in the preliminary stage are reviewed by the city at a plan review meeting.

When the contract documents are substantially complete, they are then reviewed by the architect of record (Elliott), corrected as required and sealed. It's important to note that coordination of information with the owner doesn't stop at the preliminary phase, but is reviewed with the owner throughout the planning process. These reviews may be by the principals, production staff, and consulting engineers.

Our office manager maintains a list of potential bidders and plan distribution services and is experienced in seeing that the bidding community is properly notified of availability. Part of the principal's discussion during planning will be concerned in detail, with how the city wants conduct the bidding process.

Principals will assist the city in assessing the bids and bidders qualification. Typically, Elliott will fill role of the architect's and owner's representative to the general contractor.

Christopher R. Duncan, PE
Principal Engineer, Conway Duncan Incorporated



EDUCATION

University of Missouri, Columbia, Missouri
Bachelor of Science in Mechanical Engineering, December 1993

PROFESSIONAL REGISTRATION

Missouri:	2005021661
Kansas:	20512
Oklahoma:	22178
Arkansas:	15496
Texas:	112247
Nebraska:	15047
North Carolina:	040979

QUALIFICATIONS

Christopher's experience in design work and construction administration spans over twenty years, while he has specialized in HVAC and plumbing systems for commercial construction including; industrial, warehouses, educational facilities, theaters, banks, churches, healthcare, and office buildings. While mindful of budget constraints, Christopher researches options to determine the most energy efficient mechanical systems available for his designs. Christopher realizes the importance of thermal comfort and the proper function of mechanical systems, and designs each project accordingly. .

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

Member of the American Society of Heating, Refrigeration & Air Conditioning Engineers

Served as a member of Big Brothers Big Sisters of the Ozarks

PROJECT EXPERIENCE (partial list, some occurring while at other employment)

<u>Industrial</u>	
Micron Technologies Inc, Lehi, UT	*80,000 sq ft Chemical Storage Facility*
Raytheon, Tucson AZ	*50,000 sq ft Missile Fabrication Facility*
FedEx, Springfield MO	*100,000 sq ft Distribution Facility*
EFCO, Monett Mo	*100,000 sq ft Facility Air Conditioning Upgrade*
<u>Educational</u>	
Sedalia High School, Sedalia MO	*230,000 sq ft High School – Ground Source*
Nevada Performing Arts Ctr., Nevada MO	*20,000 sq ft High School Performing Arts Center*
Sparta High School, Sparta MO	*55,000 sq ft High School*
Cassville Intermediate, Cassville MO	*55,000 sq ft Middle School – Ground Source*
<u>Office, Recreation and Entertainment</u>	
Wal-Mart Layout Building, Bentonville AR	*300,000 sq ft Product Layout Facility*
Bel Air Theatre, Branson Mo	*65,000 sq ft 850 Seat Theatre & Auto Museum*
Harmony Heights Church, Joplin MO	*30,000 sq ft Church Facility*
Garrison Activities Center, Hollister MO	*25,000 sq ft College Recreational Facility*
<u>Medical and Instutional</u>	
Landmark Hospital, Columbia MO	*30,000 sq ft Extended Care Facility*
Tucson General Hospital, Tucson AZ	*Upgrades to Surgical Suite & Pre-Op Areas*

Kevin N. Conway, PE
Principal Engineer, Conway Duncan Incorporated



EDUCATION

Kansas State University, Manhattan, Kansas
Bachelor of Science in Architectural Engineering, May 1992

PROFESSIONAL REGISTRATION

Missouri: 028270

QUALIFICATIONS

Kevin has over twenty-one years of experience in design work and construction administration, specializing in electrical distribution and lighting systems for commercial construction including; industrial, warehouses, high-rise hotels, educational facilities, theaters, banks, churches, healthcare, office buildings, and sport complexes. Kevin strives to incorporate function and aesthetics into each project, and his lighting designs have been part of several award winning projects. Kevin also keeps informed of products and methods for energy conservation, and he designs each project for energy savings as project budget allows.

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

Served as adjunct faculty member at Drury College, Hammons School of Architecture, instructing electrical concepts and lighting design to fourth year Architecture students

Member of the Society of American Military Engineers

PROJECT EXPERIENCE (partial list, some occurring while at other employment)

Industrial

John Deere, Strafford MO	*275,000 sq ft Remanufacturing Offices and Warehouse*
Enersys Power, Warrensburg MO	*200,000 sq ft Battery Manufacturing Plant Addition*
Stainless Technology, Springfield MO	*30,000 sq ft Manufacturing and Warehouse Addition*
Arrow Box, Joplin MO	*20,000 sq ft Warehouse Addition*
Metro Builders Supply, Jonesboro AR	*25,000 sq ft Warehouse Addition*

Educational

Evangel University, Springfield MO	*Emergency Generators for MaBee Center and Dormitories*
Springfield Public Schools, Springfield MO	*LEED Silver Certified Hickory Hills Elementary School*
Spokane R-VII Schools, Spokane MO	*35,000 sq ft addition to Middle School and High School*
The Discovery Center, Springfield MO	*LEED Certified Building Addition*

Hospitality, Recreation and Entertainment

Chateau on the Lake, Branson MO	*300,000 sq ft Hotel, 300 rooms, 50,0000 sq ft Convention Center*
Dixie Stampede Theater, Branson MO	*Dinner theater and Performance Arena*
Gillenwaters Complex, Springfield MO	*12-court Tennis Complex Lighting*
Springfield Public Schools, Springfield MO	*Softball fields lighting at Kickapoo and Glendale High Schools*

Medical

Skaggs Hospital, Branson MO	*Building Addition*
Fremont Medical building, Springfield MO	*Office Infill*
Newton County Ambulance, Neosho MO	*8,600 sq ft Ambulance Station*
Joseph Medical Office, Joplin MO	*Office Remodel and MRI Suite*

PINNACLE
DESIGN CONSULTANTS
CIVIL • STRUCTURAL ENGINEERING
1715 S. KANSAS AVE., SPRINGFIELD, MO 65807
PH. (417)731-3001 FAX: (417)865-3033

Ronald T. Hamme
Professional Engineer

PROJECT DESIGN SKILLS:

- Steel Design
- Concrete Design
- Masonry Design
- Wood Design
- Building Evaluations
- Forensic Investigations
- Bridge Design
- Box Culvert Design

LICENSES:

Arkansas - LN: 9752
Florida - LN: 58522
Indiana - LN: 19900378
Iowa - LN: 14727
Kansas - LN: 16642
Kentucky - LN: 22223
Louisiana - LN: 29453
Missouri - LN: 028139
Nebraska - LN: E-11731
New York - LN: 084392
North Carolina - LN: 29663
Oklahoma - LN: 19231
South Carolina - LN: 22018
Tennessee - LN: 108646
Texas - LN: 95207

UNIVERSITY OF MISSOURI AT ROLLA, BSCE/1992

PROFILE:

As the leader of the Structural Engineering Department, Mr. Hamme is experienced in Project Management and Design. His strengths lie in his hands-on approach to each project. Mr. Hamme regularly visits job sites to ensure that each project is administered in a professional workmanlike manner.

ELEMENTARY AND SECONDARY EDUCATION:

- Hollister High School
  Hollister, MO
- Clinton High School
  Clinton, MO
- Marionville High School
  Marionville, MO
- Republic High School
  Republic, MO
- Hickory Hills School
  Springfield, MO
- Rogersville School Additions
  Rogersville, MO
- California School Additions
  California, MO

MEDICAL/HEALTH CARE:

- Ferrell-Duncan Clinic
  Springfield, MO
- Webster County Public Health
  Marshfield, MO
- Dr. Michael Joseph Office
  Joplin, MO
- Polk County Health Center
  Bolivar, MO

MUNICIPAL BUILDINGS:

- Miller County Ambulance
  Tuscumbia, MO
- Clever Fire Station
  Clever, MO
- Girard Fire Station
  Girard, MO
- El Dorado Springs Community Center
  El Dorado Springs, MO
- El Dorado Springs City Utilities Building
  El Dorado Springs, MO

DOWNTOWN HISTORICAL RE-DEVELOPMENT:

- C. Arch Bay
  Springfield, MO
- Pension Consultants
  Springfield, MO
- EMDEE Lofts
  Springfield, MO
- Lofts at 315 Commercial
  Springfield, MO
- Christian County Headliner
  Ozark, MO
- 514 East Commercial
  Renovations
  Springfield, MO
- 206 East Commercial
  Springfield, MO
- 1200 West Walnut
  Renovations
  Springfield, MO

MANUFACTURING / INDUSTRIAL:

- MHC Kenworth
  Springfield, MO
- Volvo Rents
  Brookline, MO
- Webco
  Springfield, MO
- Label Solutions
  Marshfield, MO
- KAMO Grain
  Pittsburg, KS
- Springfield-Branson Regional
  Airport - Airplane Hangars
  Springfield, MO

BANKING / FINANCIAL PROJECTS:

- Wachovia Securities
  North Carolina
- Bank of Bolivar
  Bolivar, MO
- Telecom Credit Union
  Springfield, MO
- Labette Bank
  Chanute, KS
- Citizen's Farmer's Bank Cole
  Camp, MO
- Bank of Jacomo
  Kansas City, MO
- Signature Bank Addition
  Springfield, MO
- Community Bank and Trust
  Neosho, MO

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

A CIVIL ENGINEERING & LAND SURVEYING COMPANY

PERSONNEL



BRYAN D. OSBORN, P.E.

ENGINEERING COORDINATOR

JOPLIN OFFICE

MR. OSBORN HAS BEEN WITH ANDERSON ENGINEERING SINCE DECEMBER 2003. MR. OSBORN OBTAINED HIS PROFESSIONAL ENGINEER'S LICENSE IN 2008 AND SERVES AS AN ASSOCIATE ENGINEER FOR ANDERSON ENGINEERING. HIS RESPONSIBILITIES INCLUDE PERFORMING PHASE I ESAS, CONCEPTUAL SITE PLANS, DNR AND US ARMY C.O.E. PERMITTING, UTILITY COORDINATION, WRITING TECHNICAL REPORTS, AND THE DESIGN OF STREETS, SEWER MAIN EXTENSIONS, WATER MAIN EXTENSIONS, AND STORM WATER MANAGEMENT AND DETENTION SYSTEMS. MR. OSBORN HAS DESIGN EXPERIENCE IN RESIDENTIAL, COMMERCIAL, MUNICIPAL, AND MINING REMEDIATION PROJECTS IN THE FOUR-STATE AREA.

PRIOR TO JOINING ANDERSON ENGINEERING, INC., MR. OSBORN GRADUATED FROM THE UNIVERSITY OF MISSOURI WITH A BACHELOR OF SCIENCE IN CIVIL ENGINEERING. WHILE GAINING HIS DEGREE, MR. OSBORN INTERNED WITH A COLUMBIA, MISSOURI FIRM AND GAINED EXPERIENCE IN RESIDENTIAL AND COMMERCIAL SITE DEVELOPMENT. MR. OSBORN WAS ALSO ACTIVE IN THE LOCAL STUDENT CHAPTER OF AMERICAN SOCIETY OF CIVIL ENGINEERS.

MR. OSBORN HAS WORKED ON SEVERAL MUNICIPAL PROJECT RECENTLY. MR. OSBORN OVERSAW THE CIVIL ENGINEERING DESIGN OF THE JOPLIN AQUATIC CENTER AND THE NEW SOFTBALL COMPLEX AT THE JOPLIN ATHLETIC CENTER . HE OVERSAW THESE PROJECTS FROM CONCEPT TO COMPLETION AND WORKED CLOSELY WITH CITY STAFF AND THE DESIGN TEAM THROUGHOUT THE PROJECT DURATION. MR. OSBORN IS ALSO CURRENTLY WORKING ON SEVERAL CDBG FUNDED INFRASTRUCTURE IMPROVEMENT PROJECTS FOR THE CITY. THESE PROJECTS INCLUDE IMPROVEMENTS TO STREETS, SIDEWALKS AND STORM WATER INFRASTRUCTURE AND REQUIRE WORKING CLOSELY WITH CITY STAFF, ADJACENT PROPERTY OWNERS, UTILITY PROVIDERS, AND CONTRACTORS.

EDUCATION:

BACHELOR OF SCIENCE IN CIVIL ENGINEERING

- UNIVERSITY OF MISSOURI - COLUMBIA, 2003

REGISTRATIONS:

PROFESSIONAL ENGINEER

- MISSOURI

MEMBERSHIPS

CITY OF JOPLIN–BUILDING BOARD OF APPEALS

MISSOURI SOCIETY OF PROFESSIONAL ENGINEERS

SOUTHWEST CHAPTER OF MISSOURI SOCIETY OF PROFESSIONAL ENGINEER
PAST PRESIDENT

JOPLIN AREA CHAMBER OF COMMERCE

YOUNG PROFESSIONALS NETWORK
EXECUTIVE COMMITTEE MEMBER
CHAIR OF PROFESSIONAL DEVELOPMENT SUBCOMMITTEE

COUNCIL BILL NO. 2015-459 ORDINANCE NO.

AN ORDINANCE approving an Agreement For Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc. and the City of Joplin, Missouri, for the amount of up to Thirty-Seven Thousand, Two Hundred Fifty Dollars and no Cents ($37,250.00), for design and other architectural services associated with the Health Department Garage/Storage facility, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015.

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

Section 1. That the Agreement For Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc., and the City of Joplin, Missouri, dealing generally with design and architectural services, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing appropriations by up to Thirty-Seven Thousand, Two Hundred Fifty Dollars, No Cents ($37,250.00).

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-461

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The Health Department requests consideration of this Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society).

DISCUSSION:
The City has contracted with the Society for animal sheltering services in conjunction with the City's animal control program since 1975. The original contract has been amended from time to time over the years allowing for increases in the monthly payment for such services.

The agreement calls for the Society to receive, for sheltering services, animals brought to it by the City's animal control program or by residents of the City, as approved. The agreement includes basic impoundment services for stray animals or those animals collected for a violation of city code, and rabies quarantine services for animals involved in bite situations.

The Society has requested a 0.6% CPI increase in fees which is allowed under the current agreement. The new agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including; rabies sample submission, animal intake and tracking, animal sheltering, quarantine, euthanasia, and cremation. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for this agreement period is approx. $248,117.

The agreement period will be from January 1, 2016 through October 31, 2016. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4)

successive one (1) year terms, to coincide with the city fiscal year.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-461 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for adjustments to sheltering fees, and

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2014 did receive 4,094 animals from within the City of Joplin.

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

Section 1. That the Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin.

Section 3. That this ordinance shall be effective on and after January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2016, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

WHEREAS, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

WHEREAS, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT:

The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers), utilizing the most recently available 12 month period index from the previous year . If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal or as required by the Missouri Department of agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri

State Laboratory for rabies testing for a Twenty- Six and 55/100 ($26.55) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Eight and 30/100 ($8.30) dollars per animal.

(b) **Animal Sheltering Fee** of Five and 92/100 ($5.92) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fourteen and 94/100 ($ 14.94) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Eleven and 77/100 ($11.77) dollars per animal.

(e) **Cremation Fee** of Fifteen and 09/100 (15.09) Dollars or .55/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Five and 00/100 ($5.00) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

15. DEDICATED DOG RUNS: The AARC agrees to dedicate sufficient dog runs (at a minimum three) necessary for the City Animal Control Staff to routinely, throughout the day or night, place dogs delivered to the AARC. Dogs placed in these runs are to be frequently moved to other long-term animal runs to keep these dedicated runs free for regular animal delivery. These dedicated runs will be cleared of animals by the close of business and again by the open of business each day to assure adequate space for animals delivered to the AARC.

16. ISOLATION OF CERTAIN ANIMALS: Animals held in isolation areas (quarantine or dangerous dog impoundment) are not to be viewed by the public or other unauthorized individuals unless authorized by animal control staff or AARC staff.

17. ANIMAL EMERGENCY PLANNING: The AARC agrees to participate in regular joint emergency planning and response activities with the City to address situations involving animal care during emergencies (e.g. weather emergency, continuity planning for AARC operations, etc.).

18. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If AARC fails to comply with the terms of this Agreement, the City may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

19. RIGHT OF AARC TO SUSPEND SERVICES. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Board of Directors and the director of the department of health, poses an immediate threat to the viability of the Shelter, it shall have the right, upon thirty (30) day's notice, to temporarily suspend acceptance of animals or terminate this Agreement. AARC reserves the right to seek an additional stipend from City as a result of such an emergency situation, and City reserves the right to decline to approve such stipend.

20. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by writing approved by City and AARC.

21. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of January 2016 and continue until October 31, 2016. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

Signed this _____ day of _____ 2015.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Samuel L. Anselm , City Manager

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-462

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The Joplin Humane Society, Inc. (Society) has requested a 0.6% CPI increase to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services. The annual CPI adjustment is allowed by the current agreement with the Society.

DISCUSSION:

The Society has been the contracted provider of animal control shelter services in the city since 1975. During that time, the contract has been amended from time to time to reflect changes in costs at the Society for services to the City.

The changes in fees are shown below:

- Rabies Sample Processing Fee $26.55, no change.
- Animal Intake and Tracking Fee $8.25 to $8.30/animal.
- The per day care charge for impoundment of dogs or cats $5.88 to $5.92.
- The per day quarantine charge for dogs and cats $14.85 to $14.94.
- Animal euthanasia fee $11.70 to $11.77.
- Animal cremation fee $15.00 to $15.09.

The fees would become effective January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-462 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144.

WHEREAS, the Joplin Humane Society requested changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees.

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of this article:

(1) First redemption of animal within 12 months	$15.00
(2) Each subsequent redemption of same animal within the preceding 12 months and additional	$15.00

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

(1) Animal Intake and Tracking Fee	$8.30
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$5.92
(3) Quarantine Fee for each day or fraction thereof	$14.94
(4) Euthanasia Fee	$11.77
(5) Cremation Fee	$15.09

(6) Other such fees as may apply pursuant and enumerated in any agreement between the city and the Joplin Humane Society, Inc.

(c) Owners of impounded animals may retrieve or otherwise obtain the release of

their animals from the Joplin Humane Society, Inc. only after they have made payment of impoundment and all other charges.

(d) If a financial hardship exists on the owner of an impounded animal, the $15.00 first impoundment fee may be waived at the direction of the director of public health and welfare if the following conditions apply:

(1) The animal is current on city license and rabies vaccination;
(2) No previous violations of city Code or written warnings have occurred with the owner or any animal in the owner's possession; or,
(3) The animal was impounded for being at large.

(e) Upon retrieving or otherwise obtaining the release of their animal, the owner shall provide proof of current city license and required rabies vaccination. If proof is not provided at that time, owner may be required to sign a statement, provided by the department of health and welfare, indicating that they will obtain proper pet license and rabies vaccination and will provide such proof to the department of health and welfare within 30 days of obtaining their animal's release. If such proof is not provided to the department of health and welfare a municipal citation may be initiated to the animal owner for violation of this section."

Section 2. This ordinance shall become effective from and after January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-530
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Health Director: Dan Pekarek
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain license classifications to more closely mirror new business type activities, as well as comply with certain state statute changes.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the business license ordinance was in 2009. There have been some state statute changes to licensing requirements of certain types of businesses, as well as new business type activities have begun. As a result, this ordinance change implements some needed language changes to the business license classifications. The proposed changes are as follows:

- Change Classification "Bathhouses, masseurs, physical therapy, weight control, exercise or health studios or similar establishments" to "Masseurs, physical therapy, weight control, exercise or health studios or similar establishments".
- Change Classification "Detectives, private investigators and security guards" to "Private Investigators and security guards".
- Increase Health Permit Low Priority from $93.00 to $100.00, Medium Priority from $186.00 to $200.00, High Priority from $279.00 to $300.00, Change of Ownership from $37.00 to $40.00, New Construction/Remodel Inspection from $112.00 to $125.00, Swimming pools-seasonal from $75.00 to $100.00 and the additional seasonal pool from $10.00 to $15.00, Swimming pools-year-round from $200.00 to $250.00 and the additional year-round pool from $35.00 to $50.00.
- Remove Classification "Loan agent, loan companies and brokers, Money lender".

- Add a "Per Special Event" fee of $5.00 to Temporary Merchant Classification and change to a "Per Week" fee of $10.00 and a "Per Month" fee of $20.00.
- Remove Classification "Miniwarehouse".
- Change Pawnbroker Classification to include "which shall include buying and selling of gold, silver and jewelry" and decrease the minimum fee from $500.00 to $200.00.
- Remove Nonresident Peddler and Indigent Peddler category and change Resident Peddler to "Peddler-Conducting business on foot and "Using a wagon, automobile, cart or other vehicle or conveyance, which shall include a concessions trailer" with a fee schedule of "Per Special Event" of $5.00, a "Per Week" of $10.00, a "Per Month" of $20.00, and a "Per Year" of $50.00.
- Add a "Per Special Event" fee of $5.00 to the Street Stand classification.

On the removal of certain classifications, these categories are duplicates of other language already included in Section 30-121. With the increase in special events, there is a need to modify the classification language and implement a consistent fee schedule for the various license types for these activities. Lastly, the user fee review indicated a need to slightly increase the health permit fees.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-530 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to change language to adhere to state law changes and other needed classification changes.

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

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business ...The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper .....The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services 100.00

Agent or Agency not enumerated 100.00

Ambulance Services or Companies, ...175.00

Amusement Centers, Card Tables, Recreation
- A) Bowling Alley, Per Alley.....15.00
- B) Billiard or Pool Hall, Per Table 15.00
- C) Dancehall 100.00
  - Per Month.....10.00
  - Per Day 5.00
- D) Miniature Golf 100.00
- E) Domino Parlor
  - Per Table 15.00
- F) Shuffleboard or Card Table
  - Per Table 15.00
- G) Any Other Amusement Type Activity, Per Activity.....15.00

Apartment Houses and Complexes.....25.00
- Plus each unit offered for rent.....2.00

Architects
- 1-25 Employees.....125.00
- 26-100 Employees.....200.00
- 101-300 Employees..... .....300.00
- 301 and more Employees.....500.00

Armored Car Services .....The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year 30.00

Auction House or Business .....The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer 150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags
- A) First Tag 10.00
- B) Each Additional Tag 5.00

Automobile Leasing or Renting..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage ..... The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers ..... The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000..... .....100.00
$20,001-$50,000.....200.00
$50,001-$100,000.....300.00
$100,001-$200,000.....400.00
$200,001 and Up.....500.00

Barbers and Beauty Operators, without a place of business
Per year.....10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator 5.00

Billboard Business, Outdoor Advertising Companies ... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen 100.00
B) Agent/Employee.....50.00

Brokers and Brokerage Companies 100.00

Business or Correspondence School, For Profit ....The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day 250.00
B) Per Week 1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day 10.00
B) Each Day After, Per Day 5.00

Carnivals, Inside Facility for more than 30 days....The fee provided in section 30-92(1).

Cash Register Agency ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant).....50.00

Circus, For Profit

A) First Day 300.00
B) Each Day After, Per Day 200.00

Circus, Not for Profit (excluding school functions)
A) First Ten Days, Per Day.....10.00
B) Each Day After, Per Day 5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ..... The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin
Operated Machine, Amusement/Prophylactic Machine 50.00
Operated Machine, Vending Machine 30.00
A) Amusement Machine, Each 10.00
B) Vending Machine, Each 2.00
C) Prophylactic Device Machine, Each 10.00

Cold Storage Warehouse & Locker Plants 100.00

Collection Agency, Credit Bureau or Retail Credit Association 100.00

Contractors
A) General Builders, Commercial 500.00
B) General Builders, Residential 200.00
C) Subcontractor or Specialty (Including Demolition) 150.00
D) Electrical
(1) First Master 150.00
(2) Renewal Master 100.00
(3) First Journeyman 25.00
(4) Renewal Journeyman 15.00
(5) Apprentice 5.00
E) Plumber
(1) First Master 150.00
(2) Renewal Master 100.00
(3) First Journeyman 25.00
(4) Renewal Journeyman 15.00
(5) Apprentice 5.00

Dental Laboratories ..... The fee provided in section 30-92 (1)

Employment Agency 100.00

Engineer or Engineering Company
1-25 Employees.....125.00

26-100 Employees.....200.00
101-300 Employees.....300.00
301 and more Employees.....500.00

Florist, Greenhouse, Nurseries ..... The fee provided in section 30-92 (1)

Fortunetelling 50.00

Garage Repair Shop ..... The fee provided in section 30-92 (1)

Health Permit
Low Priority 100.00
Medium Priority 200.00
High Priority 300.00
Change of Ownership Inspection 40.00
New Construction/Remodel Inspection 125.00
Tattoo Parlor Plan Review-New Facilities 85.00
Swimming Pools, Public and Semi-Public, Seasonal 100.00
Each Additional Seasonal Facility.....15.00
Swimming Pools, Public and Semi-Public, Year-Round 250.00
Each Additional Yearly Facility.....50.00

Hospital, Private 500.00

Hotels and Motels
A) First Room 15.00
B) Each Additional Room 1.00

House Mover 50.00

Ice Cream Stand 50.00

Ice Dealer
A) First Delivery Vehicle 30.00
B) Each Additional Vehicle 10.00

Insurance Adjusters & Claim Agents or Agencies 175.00

Insurance Agent, Agency or Broker
Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
A) Not more than 1 Person 100.00
B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business.....10.00

Internet Service Providers.....$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company 100.00
A) Plus, Each Salesman or Solicitor 10.00

Junk, Scrap, Salvage Dealer ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor
1-25 Employees.....125.00
26-100 Employees.....200.00
101-300 Employees..... .....300.00
301 and more Employees.....500.00

Laundry, Cleaning and Pressing ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service 50.00

Lead-Litharge Smelting .....The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor
A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold 450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package 200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars 450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold 100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package 100.00
F) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package on Sundays 300.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
in original package 50.00
H) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold 75.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-

all intoxicating liquor 600.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-containing not in excess of 22% alcohol by weight 300.00
K) Dealers at Wholesale & Solicitation in Intoxicating Liquor-containing not in excess of 5% alcohol by weight 150.00
L) Dealers at Wholesale in Nonintoxicating Beer (3.2%) 100.00
M) Wine, malt beverages, and distilled spirits tasting permit 25.00

Locksmith & Gunsmith ..... The fee provided in section 30-92 (1)

Manufacturer .....The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments 100.00

Merchants, Wholesale & Retail ..... The fee provided in section 30-92 (1)

Merchant, Temporary
Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.
A) Each Event 5.00
B) Per Week 10.00
C) Per Month 20.00

Messenger Service 100.00

Mobile Home Park
A) First Mobile Home Lot 15.00
B) Each Additional Lot 2.00

Mortuary, Undertakers or Funeral Establishments ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools
A) First five children 10.00
B) Each Additional child 1.00

Nursing, Convalescent or Old-Age Homes 30.00

Office Buildings
A) First Ten Rooms 25.00
B) Each Additional Room 1.00

Optical Goods, Manufacturing, Wholesale or Retail ..... The fee provided in section 30-92 (1)

Parcel Delivery or Express Company
A) For 1 Vehicle 30.00
B) Each Additional Vehicle 10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry ...
The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers
A) Conducting Business on foot
1. Per Special Event.....5.00
2. Per Week 10.00
3. Per Month 20.00
4. Per Year 50.00
B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle
1. Per Special Event.....5.00
2. Per Week 10.00
3. Per Month 20.00
4. Per Year 50.00

Pest, Vermin Control ..... The fee provided in section 30-92 (1)

Photographer 50.00
A) Plus each agent or solicitor per day 5.00

Printing Establishment
Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards 50.00

Processing Services
Those processing establishments or processing services not otherwise enumerated ..... The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies
Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit 50.00

Radio Stations 150.00

Railroads or Railways 500.00

This item shall apply to every person operating a railroad or railway company and transacting business within the city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker 100.00

A) Plus, for each salesman 15.00

Rental Businesses ..... The fee provided in section 30-92 (1)

Repair Establishments ..... The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms...The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency

Receiving gross annual commissions, fees, charges or compensation of

A) $25,000 or less per year 25.00
B) More than $25,000 and not more than $50,000, per year.....35.00
C) More than $50,000 and not more than $100,000 per year 50.00
D) More than $100,000 and not more than $250,000 per year 100.00
E) More than $250,000 and not more than $500,000 per year 250.00
F) More than $500,000, per year 400.00

Septic Tank Cleaning 75.00

Service Center (all other service businesses not enumerated).....$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station ... The fee provided in section 30-92 (1)

Shows, Transient

Tent shows, exhibits, exhibitions or other attractions

held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses
A) First day 10.00
B) Each additional day 5.00

Sign Makers and Sign Painters 75.00

Skating Rinks, Ice or Roller 150.00

Sound Recording and Reproduction Services ..... The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase 100.00

Stockyard 500.00

Storage Houses and Warehouses ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only
A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.
A) Each Special Event 5.00
B) Per Week 10.00
C) Per Month 20.00
D) Per Year 50.00

Tailoring Business ..... The fee provided in section 30-92 (1)

Tattoo Parlor's, per year 125.00
A) Plus, per operator 25.00

Taxicab Business
A) Base fee 50.00
B) Plus, each cab, per year 50.00

Taxicab Drivers
A) Original License 5.00
B) Each renewal 3.00

Taxidermists 30.00

Theaters and Moving Picture Houses
Those having a seating capacity of:
A) 500 or less 100.00
B) 501 to 1,000 .....150.00
C) 1,001 to 1,500 .....175.00
D) 1,501 to 2,000 .....200.00
E) 2,001 or more 250.00

Towel Supply Company 50.00

Transfer & Moving Van Companies
A) First vehicle 30.00
B) Each additional vehicle 10.00

Travel Agencies or Agents 30.00

Tree Surgeons 150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot 150.00

Welding Company ..... The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

Council Bill No. 2015-530 (continued)

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-532
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Public Works: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees, as well as establishes a new special event permit fee.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the streets and sidewalks fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services. Additionally, the recommendation is to establish a new special event permit fee.

The proposed changes are as follows:

- Establish a new Special Event Permit fee of $100.00 when city labor and equipment are used.
- Increase the Excavation Permit fee from $25.00 to $75.00. Additionally remove language about when the permit fee is payable, any outstanding indebtedness, and an additional interest charge.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-532 ORDINANCE NO.

AN ORDINANCE repealing Section 106-62, Inspection Fees, of Article III, Improvement Permits, and Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits and Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the public works department.

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

Section 1. That Section 106-62, Inspection Fees, of Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE III. IMPROVEMENT PERMITS

Sec. 106-62. Inspection and Permit fees.

(A) Before any permit shall be issued under the provisions of this article, the applicant therefor shall pay a fee determined as follows:

(1) Driveway, one percent of the estimated cost, with a minimum fee of $25.00.
(2) Curb and gutter, one percent of the estimated cost, with a minimum fee of $25.00.
(3) Sidewalk, one percent of the estimated cost, with a minimum fee of $25.00

(B) When a special event held within the limits of the City of Joplin requires city labor and materials, the applicant therefor shall pay a fee of $100.00 per special event."

Section 2. That Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE IV. EXCAVATIONS

Sec. 106-93 Fees and charges.

The excavation permit fee shall be $75.00. City council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge."

Section 3. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-533
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees for cemeteries.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the cemeteries fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the lot space fee from $400.00 to $500.00.
- Increase the grave opening/close fee from $260.00 to $400.00.
- Increase the grave opening/close infant fee from $60.00 to $100.00.
- Increase the graver marker fee per square inch from $0.30 to $0.35.
- Increase the cremains fee from $85.00 to $125.00.
- Increase the cremains with set-up fee from $145.00 to $200.00.
- Increase the Saturday grave opening/close fee from $360.00 to $500.00.
- Remove the language allowing fee increases based on the consumer price index to the standard language that fees will be reviewed by City Council on a bi-annual basis.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-533 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space.....$500.00
(2) Grave opening/close.....$400.00
(3) Grave opening/close-Infants.....$100.00
(4) Grave marker (*cost per square inch).....*$0.35
(5) Cremains $125.00
(6) Cremains including set up.....$200.00
(7) Columbarium-Single niche, includes opening/closing and some engraving.....$750.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving.....$1,000.00

(B) An additional charge of $100.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 4:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $100.00 for each additional hour.

(C) City council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-534
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees and makes various language changes for parks facilities and Schifferdecker Golf Course.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the parks fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the Green Fee at Schifferdecker Golf Course from $13.50 to $15.00 and from $16.50 on weekends to $18.00.
- Change the tennis court fees from $5.00 per court per hour to $5.00 per day and from $4.00 per court per hour for High School and College to $4.00 per day.
- Remove the tennis lesson fee and the tennis league fee.
- Increase the college level baseball game fee from $175.00 to $200.00 per game.
- Remove the college and high school level baseball tournament fees and simply use the individual game fees.
- Increase the high school level baseball game fee from $50.00 to $75.00 per game.
- Add a cancellation fee of 25% for any baseball tournament cancelled within 10 days of the tournament date.
- Remove the soccer league fees.
- Increase the soccer tournament fee from $25.00 to $30.00 per match.

- Increase the adult softball program fee from $34.50 to $40.00 per game.
- Increase the softball practice fee from $10.00 to $15.00 without lights and from $20.00 to $25.00 with lights.
- Remove the additional $15.00 for full field setup.
- Remove all basketball program fees.
- Increase the shelter facility rental fee from $35.00 to $40.00 per day.
- Increase the facility usage fee from $10.00 to $15.00 per hour.
- Increase the dog park registration fee from $8.00 to $10.00 for the first dog and from $4.00 to $5.00 for each additional dog.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-534 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised certain parks fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the public works department.

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $15.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $18.00 per player per 18 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $9.75 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $12.00 per player per 18 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $600.00 per person per year.

b. Senior citizen single annual pass fee shall be $500.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $9.75.

c. A single annual pass with unlimited cart use fee shall be $1,225.00 per person per year, if paid in full. The fee shall be $1,337.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,025.00 per person per year, if paid in full. The fee shall be $1,138.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

e. A student (also known as "junior" or "youth") annual pass fee shall be $90.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass (up to four individuals) fee shall be $900.00 per family per year. A family annual pass with one (1) unlimited cart use fee shall be $1,525.00, if paid in full. The fee shall be $1,634.00 per family per year, if paid in installments. The fee for an additional unlimited cart use shall be an additional $575.00 per person per year, if paid in full. The additional unlimited cart use shall be an additional $682.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for leagues.* The green fees for league play shall be $9.75. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(6) *Summer season passes.* The summer season pass fee (25 play pass) shall be $320.00 per person. The pass may be used by such person to play 18 holes of golf twenty-five (25) times.

(7) *Nine-hole twilight green fee.* The nine-hole twilight green fee shall be $9.75 on weekdays and $12.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(8) *Pull cart rental.* The pull cart rental charge shall be $2.50 per day.

(9) *Power cart rental.* The power cart rental charge shall be $12.00 per 18 holes per seat. The power cart rental charge shall be $6.75 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such "specials" shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, "Student", "Junior", or "Youth" shall mean any person under the age of 18."

Section 2. That Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86,

Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-6 Fees for parks programs and parks facilities.

(a) In addition to any fees or charges established pursuant to this chapter, the fees and charges for programs and facilities at the City of Joplin Parks and Recreation Facilities are as follows:

(1) *Tennis Programs at the Joplin Athletic Complex.*

a. A family pass/proximity card shall be $150.00 per family for one year from the date of issuance.
b. An individual, aged 18 years and older, pass/proximity card shall be $75.00 per person for one year from the date of issuance.
c. An individual, aged 17 years and under, pass/proximity card shall be $37.50 per person for one year from the date of issuance.
d. A senior citizen pass/proximity card shall be $50.00 per person for one year from the date of issuance.
e. The tennis court rental fee shall be $5.00 per day.
f. The tennis tournament fee shall be $5.00 per day.
g. The high school age and college age tennis tournament fee shall be $4.00 per day.
h. The high school age and college age tennis practice fee and game fee shall be $500.00 per school year.

(2) *Baseball programs at Joe Becker and the Joplin Athletic Complex.*

a. A college level and similar level baseball game shall be $200.00 per game.
b. A college level and similar level baseball practice shall be $50.00 per practice.
c. A high school age and similar level baseball game shall be $75.00 per game.
d. A high school age and similar level baseball practice shall be $30.00 per game.
e. In the event a baseball tournament is cancelled within ten (10) days of the tournament date for any reason other than weather-related, field condition or at the request of the city, there shall be a cancellation fee of twenty-five percent (25%) of the tournament fee.

(3) *Soccer programs at the Joplin Athletic Complex and Dover Hill.*

a. A high school, college, youth level soccer tournament shall be $30.00 per match.
b. An adult soccer tournament shall be $50.00 per match.
c. The youth soccer instructional program shall be $10.00 per player per session.

(4) *Softball programs.*

a. The adult softball program fee shall be $40.00 per game.

b. Practice fees per field (2-hour allotment):
   i. $15.00 per hour per field without lights.
   ii. $25.00 per hour per field with lights.
c. Daily tournament fee per field (8:00 a.m. to 11:00 p.m.)
   i. $100.00 per day per field without lights, plus $10.00 per team per tournament.
   ii. $150.00 per day per field with lights, plus $10.00 per team per tournament.
   iii. A deposit in the amount of 50 percent of the total tournament fees is required to hold a tournament date.
d. Additional fees.
   i. Additional bags of field drying agent are available at market cost (first four bags per field are provided).

(5) *Shelter facilities.*
   a. The shelter facility rental fee shall be $40.00 per day.

(6) *Parks facilities.*
   a. The fee for any facility usage for practice purposes not established within this section shall be $15.00 per hours.

(b) Fee review process. City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge.

(c) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above."

Section 3. That Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE VII. DOG PARKS

Sec. 86-251 Fees.

No owner as defined herein below shall allow such owner's dog to enter any "off-leash park area" without having first registered such dog with the department of parks and recreation. The fee for such registration shall be $10.00 per year for the first dog and $5.00 per year, per dog for each dog after the first. Such fee will include a dog park tag for the dog collar and a dog park pass that will allow access to the park."

Section 4. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-535
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Public Works: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes the penalty fee for delinquent trash bills.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

This ordinance changes the penalty for delinquent trash bills from 10% of the total outstanding balance to 10% of the current month outstanding balance. For those customers with outstanding balances, the high penalty amount is compounding the non-payment issue as it is more difficult to reduce the outstanding balance, while continuing to pay the current amount due.

The fee change will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-535 ORDINANCE NO.

AN ORDINANCE repealing Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin to implement certain fee language changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City assumed the trash billing and collection services from a third-party and on behalf of the current trash provider, and,

WHEREAS, the current trash provider charges a fee for trash services and the City bills such fees on a periodic basis to its citizens and residents; and,

WHEREAS, the City has reviewed the impact of the delinquent fee and desires to change the delinquent fee as a result of this review.

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

Section 1. That Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, be repealed and a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 102-9. Billing and collection procedures.

...

(a) All trash service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Trash service charges shall be paid within 15 days of the date of their billing.

(b) Every trash service charge specified in this section remaining unpaid for 30 days after the date of its billing may be increased by ten percent for the current month outstanding balance.

(c) Trash services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving trash service, and the occupant and owner of such properties shall be

severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for trash service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) When the occupant of rental property is delinquent in payment of trash fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service."

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-536
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Public Works: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes the various utility fees and language.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the utilities fee ordinance was 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Change the penalty for delinquent sewer bills from 10% of the total outstanding balance to 10% of the current month outstanding balance.
- Change the classification of sewer permits from two to three different types.
- Change the sewer permit language to match the three different types of permits.
- Increase the sewer permit fee from $25.00 to $75.00 and from $25.00 to $100.00.
- Create the new type and establish the new connection permit at $200.00 for inside the city and $300.00 for outside the city.
- Increase the sewer tap fee from $1,000.00 to $1,500.00 for inside the city and from $2,000.00 to $2,500.00 for outside the city connection.
- Increase the concrete and/or clay pipe additional fee from $150.00 to $175.00.

The fee change will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-536 ORDINANCE NO.

AN ORDINANCE repealing Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised certain sewer fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to make language changes to help ensure effective and efficient operations.

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

Section 1. That Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, be repealed and a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 6. Rates and Charges

Sec. 118-206. Billing and collection procedures.

(a) All sewer service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Sewer service charges shall be paid within 15 days of the date of their billing.

(b) Every sewer service charge specified in this section remaining unpaid for 30 days after the date of its billing may be increased by ten percent for the current month outstanding balance.

(c) Sewer services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving sewer service, and the occupant and owner of such properties shall be severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for sewer service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) In the event either the occupant or owner of property which receives sewer service furnished by the city has reason to dispute the amount or nature of any bill, the recipient shall be permitted to make payment under protest, provided that the recipient of service provides to the city at the time of payment the following information:
(1) The period of time for which the service is disputed.
(2) The reason for the dispute.
(3) The requested remedy.

Nothing contained herein shall in any way forgive or avoid any payment to the city as outlined in this chapter for sewer services. Upon receipt of any such payment under protest, the finance director in coordination with the city attorney shall respond in writing to the recipient of the service with a response to their complaint and a copy shall be forwarded to the city manager and a reply shall be forthcoming within a reasonable period of time.

(e) In addition to any fees or charges established pursuant to this chapter, there shall be a fee for the termination of water service due to a delinquent sewer bill that remains unpaid or in arrears for at least 30 days. The fee shall be established by the water company for (1) standard termination or restoration per metered connection, including unsuccessful attempts and (2) after hours restoration per metered connection, including unsuccessful attempts.

(f) When the occupant of rental property is delinquent in payment of sewer fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service."

Section 2. That Section 118-232, Classifications of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, be repealed and a new Section 118-232, Classifications of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 7. Building Sewers

Sec. 118-232. Classification of permits.

In addition to the permit for private sewer disposal system, there shall be three types of building sewer permits as follows:

(1) For reconnection to public and district sewers.
(2) For a new sewer connection, either inside or outside city limits.
(3) For a sewer tap, either inside or outside city limits."

Section 3. That Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, be repealed and a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 7. Building Sewers

Sec. 118-235. Permit fee, connection fee, and other sewer fees.

(1) *Fees.*

(a) A sewer reconnection permit and inspection fee of $75.00 shall be charged for any public sewer reconnection service.

(b) A sewer reconnection permit and inspection fee of $100.00 shall be charged for any district sewer reconnection service.

(c) A sewer new connection permit and inspection fee of $200.00 shall be charged for an inside the city new sewer connection service or $300.00 shall be charged for an outside the city new sewer connection service.

(d) An additional connection fee of $1,500.00 shall be charged for each inside the city public sewer tap or $2,500.00 shall be charged for each outside the city public sewer tap, which fee shall be in consideration of the perpetual rights to the use of the public sewer system by the applicant and his successors in interest, however, subject to the conditions, restrictions and limitations contained in the permit issued therefore. Whenever any person connects with a sanitary sewer and pays a fee, a sanitary sewer tax or special tax bill for constructing a sanitary sewer that is legally levied, and in case his property that is so connected with a sanitary sewer is placed in another sewer district or joint sewer district, he shall be required to pay his proportionate part for constructing the sewer. The previously paid fee shall then be refunded.

(e) There shall be an additional fee of $175.00 as determined by the director of public works when sewer connection work as described in this section is performed on concrete and/or clay pipes.

(f) There shall be an additional sewer riser locate permit fee of $30.00 for city personnel to inspect or locate a sewer connection point to the city sewer main."

Section 4. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2015.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-537
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing zoning fees.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the zoning fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the rezoning application fee from $350.00 to $450.00.
- Increase the special use permit application fee from $350.00 to $450.00.
- Increase the special use permit renewal fee from $350.00 to $450.00.
- Increase the request for board of zoning adjustments fee from $350.00 to $450.00.
- Increase the request of vacation of streets, alleys, and easements fee from $350.00 to $450.00.
- Increase the site plan/development review fee from $350.00 to $450.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-537 ORDINANCE NO.

AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations be repealed and a new Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"CITY OF JOPLIN, MISSOURI – ZONING REGULATIONS
Article 25 - Administration

Sec. 29A-2514. ***Fees.***

Rezoning Application	$450.00
Special Use Permit Application	$450.00
Special Use Permit Renewal	$450.00
Request for Board of Zoning Adjustments	$450.00
Request of Vacation of Streets, Alleys, and Easements	$450.00
Site Plan/Development Review	$450.00

1. City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge."

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-538
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing subdivision regulation fees.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the subdivision fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the lot split fee from $50.00 to $75.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-538 ORDINANCE NO.

AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 be repealed and a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin be enacted in lieu thereof to read as follows:

"**CITY OF JOPLIN, MISSOURI**
SUBDIVISION REGULATIONS

SECTION 9

FILING FEES

1. Subdivision Plats: There shall be paid by all persons or corporations submitting preliminary plats for approval by the City a filing fee of One Hundred Dollars ($100.00), plus Five Dollars ($5.00) per lot. This fee shall be paid at the time that the preliminary plat is submitted to the Planning and Zoning Commission and shall apply to approval of the preliminary plat and final plat, provided that the final plat, includes the same area to be subdivided as the preliminary plat.

2. Lot Splits: The filing fee for lot splits shall be Seventy-Five Dollars ($75.00).

3. City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge.

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-539
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing sign permit fees.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the sign permit fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the attached sign permit fee from $2.00 to $2.50 per square foot of total area.
- Increase the billboard fee from $2.00 to $2.50 per square foot of total area.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-539 ORDINANCE NO.

AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, be repealed and a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SIGNS

Sec. 6-35. Permit.

(a) *Required.* Except as otherwise provided in this article, it is unlawful for any person to erect, alter, relocate, create by painting or maintain a sign within the city without first obtaining a permit from the chief building official.
(b) *Application.* Application for a permit required by the provisions of this article shall be made to the chief building official. Such application shall be accompanied by plans and specifications for the sign as required by this article, and a description of the location of the sign, as necessary to fully advise the chief building official of the construction of the sign.
(c) *Issuance.* If the plans and specifications accompanying the application for a permit required by this article shall be in accordance with the provisions of the city's building code, the chief building official shall issue such permit.
(d) *Display of permit number on sign.* No sign shall hereafter be erected unless a label permanently affixed thereto shall be clearly and visibly displayed at all times indicating the number of the permit issued therefor.
(e) *Expiration.* Every sign permit issued by the chief building official shall become null and void if work on the sign is not commenced within 180 days from the date of such permit. If work authorized by such permit is suspended or abandoned for 90 days after the work is commenced, the sign shall be considered abandoned unless a new permit shall be first obtained to proceed with the work on the sign and the fee will be one-half the original fee,

provided that no changes have been made in the original plans. No permit shall be renewed more than once.

(f) *Submission of plans.* Every applicant for a sign permit shall file with the application a plan showing the height of the sign from the street grade to the top of the sign, the height of the bottom of the sign from street grade, a view of the sign showing the total effective area and copy, the setbacks from all street lines and property lines, and the type and size of all support structures.

(g) *Fees.* The fee for the erection of any sign, except portable signs, shall be as follows:

(1) For attached signs the fee shall be $2.50 per square foot of the total effective area.

(2) For detached signs the fee shall be $1.00 per square foot of the total effective area, but in no instance shall the permit fee for a detached sign be less than $25.00.

(3) For billboards, the fee shall be $2.50 per square foot of the total effective area.

(h) *Fees for portable signs.* All portable signs shall have a permit with a unique number assigned and permanently affixed to the sign. The permit fee for portable signs shall be paid annually in the amount of $75.00 per sign. Each portable sign shall be levied an inspection fee of $25.00 on each occasion it is moved to a new location or moved within the property where originally set. The owner of the sign and the operator of the sign business shall be jointly and severally liable for all applicable fees. The city shall have the power to sue the owner of the sign or the owner of the sign businesses in a civil action and receive any such sums due, plus a reasonable attorney's fee to be fixed by the court.

(i) *Denial, suspension or revocation.* The chief building official may, in writing, suspend, deny or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a misstatement of fact, fraud or noncompliance with this article. When a sign permit is denied by the chief building official, he shall give written notice of the denial to the applicant, together with a brief written statement of the reason for the denial. Such denials shall have referenced the section of the sign code or other pertinent code used as a standard for the basis of denial.

(j) *Fee review process.* City council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge.

Council Bill No. 2015-539 (continued)

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney