INFORMAL AGENDA

October 21, 2013

5:15 p.m.

1. Reorganization of the PW department
2. Any other business

COUNCIL A G E N D A

October 21, 2013

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1. Minutes of the October 7, 2013 Meeting

2. Minutes of the October 9, 2013 Special Council Meeting

3. COUNCIL BILL NO. 2013-298 - AN ORDINANCE Request to Review the Final Plat for THE CVS FIRST ADDITION TO THE CITY OF JOPLIN located at the southeast corner of 32nd Street and Hearne's Boulevard in the City of Joplin, Newton County, Missouri.

9. Resolutions
1.Resolution No. 2013-029 - A RESOLUTION accepting and approving the LAGERS actuary and authorizing and directing the City Clerk to maintain the same on file as a public record in compliance with the statutes of the State of Missouri.

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

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

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-016 - AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Four State Homes, LLC., the Tax Increment Financing Commission of Joplin, Missouri, and the City of Joplin, Missouri; authorizing the Mayor to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

2. COUNCIL BILL NO. 2013-222 - AN ORDINANCE approving the Purchase Order with Diamond International of Joplin, in the amount of One Hundred Sixty Thousand Three Hundred Eighty Three and 36/100 Dollars ($160,383.36), in the City of Joplin, Missouri; and containing and emergency clause.

3. COUNCIL BILL NO. 2013-234-AN ORDINANCE approving an Agreement for professional engineering services by and between the City of Joplin, Missouri, and Burns & McDonnell Engineering Company, Inc., to conduct a wastewater rate study; authorizing the Director of Public Works to execute said Agreement by and on behalf of the City of Joplin, and containing an emergency clause.

4. COUNCIL BILL NO. 2013-243 -AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lot Numbered One Hundred Thirty-Three (133), in Campbell's Sixth Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

5. COUNCIL BILL NO. 2013-244 -AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered One Hundred Eighty-Two (182), and One Hundred Eighty-Three (183) in Campbell's Sixth Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

6. COUNCIL BILL NO. 2013-245 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered One (1), Two (2), and Three (3) in Harmony Heights Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

7. COUNCIL BILL NO. 2013-246-AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lot Numbered Thirty (30) in J.W. Ratcliff's Subdivision, in the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

8. COUNCIL BILL NO. 2013-247-AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lot Numbered Ninety-Four (94) in Southmorland Acres Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

9. COUNCIL BILL NO. 2013-248-AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered One Hundred Eighty-Four (184), One Hundred Eighty-Five (185), and One Hundred Eight-Six (186) in Campbell's Sixth Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

10. COUNCIL BILL NO. 2013-249-AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Dowell's Addition, Lot 16 in Lenger's Addition and Part of Misc. Tract M-12 in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, to be utilized for the 20th Street Transit Project, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

11. COUNCIL BILL NO. 2013-454 -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; and containing an emergency clause.

12. COUNCIL BILL NO. 2013-455-AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and containing an emergency clause.

13. COUNCIL BILL NO. 2013-510-AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and estimated revenue in various funds and containing an emergency clause.

14. COUNCIL BILL NO. 2013-511 - AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2013 to October 31, 2014, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

15. COUNCIL BILL NO. 2013-512-AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an

emergency clause.

16. COUNCIL BILL NO. 2013-513-AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

17. COUNCIL BILL NO. 2013-514-AN ORDINANCE approving a Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

18. COUNCIL BILL NO. 2013-515-AN ORDINANCE approving a Contract by and between the City of Joplin and Hartford Life Insurance Company, to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1.Declare excess surplus property for the annual auction

Notice posted at 4:30p.m. on this the 17th day of October, 2013. (RSMo 610.020)

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES October 7, 2013

CALL TO ORDER

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

ROLL CALL – Motion by Mr. Glaze, Second by Mr. Golden to excuse Mr. Seibert, Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – led by Blendville Christian Church Scout troop

PRESENTATIONS

Recognition to Ervin Wilson for completing terms on the ADA Commission and Board of Adjustment. Ervin Wilson was recognition for completing his terms on the ADA Commission and Board of Adjustment. Ervin Wilson received plaques and gifts of candy from the City Council for completing his terms on the ADA Commission and Board of Adjustment.

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

Motion by Mr. Scearce, Second by Mr. Woolston to allow Crystal Harrington to address Council. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

Crystal Harrington, 107 Woodmont, Joplin, Missouri addressed Council regarding the proposed budget and the elimination of 2 (two) full time building inspectors. City Manager told Mrs. Harrington that this year's city budget will allow one (1) building inspector. Mrs. Harrington stated she will report this to her board.

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES – read by City Clerk Barbara Hogelin

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

PUBLIC HEARING for COUNCIL BILL NO. 2013-292

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or in opposition to this item.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2013-292. Motion by Mr. Woolston Second by Mr. Golden to Table Council Bill No. 2013-292. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was TABLED.

COUNCIL BILL NO. 2013-292 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for RESOLUTION NO. 2013-027

Mayor Colbert-Kean opened the Public Hearing.

Adam Geibler, 2401 S. Main, appeared on behalf of this request.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Glaze introduced Resolution No. 2013-027. Motion by Mr. Glaze, Second by Ms. Raney, to Approve Resolution No. 2013-027. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Shaw, and Woolston 7. Nays: 1, Golden. Absent: 1, Seibert.

The Resolution was approved as being RESOLUTION NO. 2013-027

A RESOLUTION granting a Special Use Permit (First Request) to Tropicana Bar & Grill, LLC for the development of a parking lot located at 2401 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

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

COUNCIL BILL NO. 2013-298 - AN ORDINANCE Request to Review the Final Plat for THE CVS FIRST ADDITION TO THE CITY OF JOPLIN located at the southeast corner of 32nd Street and Hearne's Boulevard in the City of Joplin, Newton County, Missouri. **STAYS ON CONSENT AGENDA**

COUNCIL BILL NO. 2013-629 - AN ORDINANCE approving the application of Historic Murphysburg's DickensFest, Spiva Center for the Art's PhotoSpiva, Joplin Memorial Run, Rufus Racing's Summer Roundup Triathlon Weekend, Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, Joplin Disc Golf Club, Salvation Army Chicago Staff Band, MSSU Homecoming Celebration for utilization of FY2014 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Ordinance No. 2013-218

RESOLUTIONS

Mr. Woolston introduced Resolution No. 2013-028. Motion by Mr. Woolston, Second by Mr. Golden, to Approve Resolution No. 2013-028. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Bill was read and approved as being RESOLUTION NO. 2013-022:

A RESOLUTION authorizing the filing of an application with the Environmental Protection Agency, United States of America for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466,et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

ORDINANCES-EMERGENCIES

Mr. Woolston introduced Council Bill No. 2013-013. Motion by Mr. Woolston, Second by Ms. Raney to Adopt Council Bill No.2013-013. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Shaw, and Woolston, 7. Nays: 0. Absent: 1, Seibert. Abstention: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-219

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and Commissioners' Fees in the case styled City of Joplin, Missouri v. Grande Tire Co., Inc., et al, Case No. 13AO-CC00207, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TC-0505, to complete the acquisition of right-of-way across property generally located at 20th & Maiden Lane, in Joplin, Jasper County, Missouri; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-231 - Motion by Mr. Scearce, Second by Mr. Shaw to Adopt Council Bill No.2013-231. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-220

AN ORDINANCE approving a contract with Yakel Painting Company in the amount of Twenty Eight Thousand Three Hundred Ninety Two and 80/100 Dollars ($28,392.80) for the Painting Decorative and Parking Lot Lights 2013 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-235. Motion by Ms. Raney, Second by Mr. Scearce to Adopt Council Bill No.2013-235. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-221

AN ORDINANCE approving the purchase of right of way and easements from property at 1420 E. 20th Street, located in the Northeast Quarter (NE1/4) of Section 14, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Hundred Forty Thousand, Five Hundred Thirty-Four and 00/100 dollars ($240,534.00) and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-236 - Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No.2013-236. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-222

AN ORDINANCE approving the purchase of right of way from property at 2002 Arizona Avenue, consisting of Lot Numbered Thirty-Three (33), in Kindred's Replant, being part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Eighteen Thousand and 00/100 dollars ($18,000.00) and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-237 - Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No.2013-237. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-223

AN ORDINANCE approving the agreement between the City of Joplin and Anderson Engineering in the amount of Forty-One Thousand Eight Hundred Ninety and No/100 Dollars ($41,890.00) for property negotiation services for the Zora Widening Project from Highview to Missouri Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-238 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-238. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Rosenberg, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 1, Seibert. Abstention: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-224

AN ORDINANCE approving the agreement between the City of Joplin and Sage Valuations in the amount of Sixty-Four Thousand and No/100 Dollars ($64,000.00) for appraisal services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-239 - Motion by Mr. Scearce, Second by Mr. Glaze to Adopt Council Bill No.2013-239. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-225

AN ORDINANCE approving the agreement between the City of Joplin and LSA Appraisals in the amount of Thirty-One Thousand Five Hundred and No/100 Dollars ($31,500.00) for review appraisal services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-240 - Motion by Mr. Glaze, Second by Mr. Scearce to Adopt Council Bill No.2013-240. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-226

AN ORDINANCE approving the agreement between the City of Joplin and Anderson Engineering in the amount of Sixty-One Thousand Four Hundred and No/100 Dollars ($61,400.00) for negotiation services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-241 - Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No.2013-241. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert. Ordinance No. 2013-227

The Council Bill was declared Adopted and entitled Ordinance No. 2013-227

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree Service for the demolition of the structure(s) and clearing of lot area located at 1212 Broadway in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred Fifty and 00/100 Dollar ($1,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-242 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No.2013-242. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-228

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2013, through October 31, 2014, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-402 - Motion by Ms. Raney, Second by Mr. Scearce to Adopt Council Bill No.2013-402. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-229

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertains to 2013 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-403 - Motion by Mr. Scearce, Second by Ms. Raney to Adopt Council Bill No.2013-403. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-230

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2013 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-404 - Motion by Ms. Raney, Second by Mr. Scearce to Adopt Council Bill No.2013-404. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-231

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to HOME funds for the new construction of

housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-627 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No.2013-627. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert. Ordinance No. 2013-232

The Council Bill was declared Adopted and entitled Ordinance No. 2013-232

AN ORDINANCE approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Service Road at the Joplin Regional Airport; and containing an emergency basis.

Mr. Scearce introduced Council Bill No. 2013-628 - Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No.2013-628. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-233

AN ORDINANCE approval of Amendment to the Original Agreement by and between the City of Joplin and Garver, LLC for Construction Observation Services for the Service Road construction at the Joplin Regional Airport; and containing an emergency basis.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

Mr. Golden introduced Council Bill No. 2013-297. Motion by Mr. Golden, Second by Mr. Glaze to Pass Council Bill No. 2013-297 on Second Reading, Advance to Third and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, and Shaw, 8. Nays: 0. Abstention: Woolston: 1

The Amended Council Bill was adopted and entitled ORDINANCE NO. 2013-216

AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri.

UNFINISHED BUSINESS

NEW BUSINESS

Case 061-13: 2816 S. Main Street – A request for a Site Plan Review for Neotech Solutions, a proposed commercial/office development in a C-3 PD (Commercial – Planned Development) zoning district. – Neotech Solutions, Inc.

Motion by Mr. Scearce, Second by Mr. Shaw to approve the Request for a site plan review. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Shaw, and Woolston 8. Nays: 0. Absent: 1, Seibert.

There being no further business the meeting adjourned at 7:35 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

October 9, 2013

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:15 p.m. by Mayor Melodee Colbert-Kean.

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:15p.m. on Wednesday, October 9, 2013, in the 5th Floor Informal, 602 S. Main to elect a Chairman for the Charter Review Commission and to provide a charge for the commission.

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

TO ELECT A CHAIRMAN FOR THE CHARTER REVIEW COMMISSION

Motion by Mr. Seibert, Second by Mr. Scearce to elect Ron Richard as Chair of the Charter Review Commission. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw and Woolston, 9. Nays: 0.

TO ELECT A VICE-CHAIR FOR THE CHARTER REVIEW COMMISSION

Motion by Mr. Shaw Second by Mr. Golden to appoint Mr. Chuck Brown as Vice-Chair of the Charter Review Commission. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw and Woolston, 9. Nays: 0.

To provide a Charge for the Commission.

Discussion was held on additional requests for consideration for the Charter Review Commission to consider.

Mr. Glaze stated he had a call from citizen Gary McMillen requesting the 4-yr residency requirement be reduced to 2-yr.

Mr. Rohr asked that a requirement that the public works directors licensed engineers be eliminated from the Charter.

Dr. Rosenberg asked why?

Mr. Rohr management strengths doesn't necessarily need the engineer's skills and he has recently found that out in seeking candidates for the job.

Dr. Rosenberg suggested adding that request to the charge as to whether or not the public works director should be a certified engineer. To eliminate the requirement of a PE license for a public works director. Seconded by Mr. Shaw.

City Attorney Brian head stated the status of the police chief and asked the council for the Charter Review Commission to review.

Motion by Dr. Rosenberg, Second by Mr. Scearce to place the nine items to the Charter Review Commission without Council making any recommendations.

Term limits for serving on council limited to three (3)
Council pay increase to $100.00 per month
Mayor position to be elected by the voters for three (3) 2-year terms, with a limit of three terms.
The Mayor can only vote in case of a tie or super majority.
Eliminate the Council Zone Seats

The City Clerk position be placed under the supervision of the city manager instead of the City Council

4-yr residency requirement be reduced to 2-yr.

The Status of the Police Chief

Should the Public Works director continue to be a certified engineer?

Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw and Woolston, 9. Nays: 0.

OTHER BUSINESS

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:38 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: COUNCIL BILL NO. 2013-298
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 9/27/2013
City Attorney: Brian Head Date: 9/30/13
City Manager: R. Mark Rohr Date: 9/27/13
Board or Commission: Planning and Zoning Commission MPW Date: 9/9/2013

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

SUMMARY/REQUEST:
Case 058-13: Southeast corner of 32nd & Hearnes – A request for a Final Plat for "The CVS First Addition to the City of Joplin" – CVS 10160 MO, LLC / Orange Development.

STAFF SUMMARY:
This plat is to consolidate existing lots in the Freeman Grove 6th Addition and Collins Subdivision. The applicant has vacated street and utility easements for Old Main Street prior to platting this property.

Staff recommends approval of Case 058-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Matt Pitts, Carlson Consulting Engineers, appeared representing Orange Development. The property in this request currently contains multiple lots, with this proposal consolidating all the property into a single lot to allow for the development of the CVS Pharmacy.

PUBLIC COMMENT:
None.

Z&P Meeting: September 9, 2013
City Council Meeting: October 7, 2013

STAFF PLANNING REPORT
Final Plat

CASE 058-13:

Final Plat review for "CVS First Addition."

NAME OF SUBDIVISION: CVS First Addition

LOCATION: Southeast corner of 32nd & Hearnes Blvd.

APPLICANT: CVS 10160 MO, LLC/Orange Development

PRESENT ZONING: C-3 PD (Commercial – Planned Development)

PRESENT LAND USE: Commercial/Retail

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3, C-O	C-3
Land Use	Post Office	Commercial	Commercial, Single-Family	Commercial

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
1	N/A	N/A	1.95 acres

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 32nd Street	Major Arterial	85'
S. Hearnes Blvd.	Major Arterial	80'
Old Main Street	Local	60'

DEDICATED STREET(S):

Dedicated street(s)	Width of street(s)
None	N/A

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat is to consolidate existing lots in the Freeman Grove 6th Addition and Collins Subdivision. The applicant has vacated street and utility easements for Old Main Street prior to platting this property.

Staff recommends approval of Case 058-13.

ENCLOSURES:

Final Plat

Submit by Email | Print Form

RECEIVED 07/09/13

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case
~~Subdivision~~ No.: 058-13
Date Filed: _____
Date of Meeting: _____
Fee: N/A.

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-6240820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: The CVS First Addition to the City of Joplin

II. Name of Owner: CVS 10160 MO, L.L.C., a Delaware limited liability company

III. Name of Subdivider: Donn E. Fizer, Orange Development

IV. Name of Person who prepared the Plat: Earl Beckwith

V. Date of Hearing: 8/12/13

VI. Location of Property by Streets: Southeast corner of Main St. & 32nd St. Joplin, MO

VII. Present Zoning of Property C-3 PD

VIII. Presenr Uses of Property Commercial

IX. No. of Acres in Total Tract 1.98 No. of Lots 1

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☒	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☒	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☒ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☒ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☒ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☒ ☐

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☒ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☒ ☐

I. Building setback lines on the front and side streets with dimensions. ☒ ☐

J. Name and address of the registered land surveyor preparing the plat. ☒ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☒ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☒ ☐

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ☒ ☐

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☒ ☐

B. Dedications or reservations. ☒ ☐

C. Surveyor preparing plat. ☒ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☒

B. If so, has a copy been submitted? ☐ ☐ N/A

XIV. How has installation of the following improvement been guaranteed?

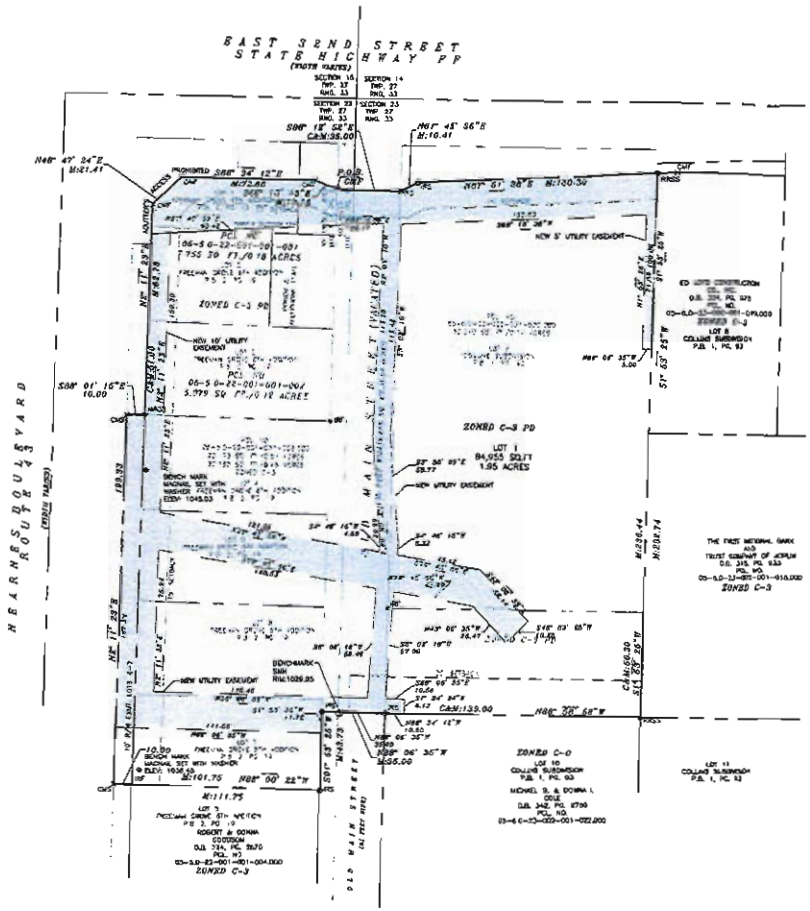
	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒

FINAL PLAT
OF THE CVS FIRST ADDITION
TO THE CITY OF JOPLIN







SURVEYOR'S NOTES

A. PROPERTY ZONED C-3 PD, THE FOLLOWING PROVISION OF THE ZONING ORDINANCE APPLY TO THE PROPERTY

1. FRONT YARD SETBACK: 30 FEET
   REAR YARD SETBACK: NONE UNLESS ABUTTING R-1 TO C-0 INCLUSIVE, THEN 50' MIN. IN C-2; 10' REAR YARD SETBACK: NONE UNLESS ABUTTING R-1 TO C-0 INCLUSIVE, THEN SAME AS ABUTTING ZONING BY PCD. ONE STORY BUILDINGS AND 15' FOR TWO STORY BUILDINGS IN C-0; 15' MIN. SHALL BE PROVIDED ON THE STREET SIDE OF A CORNER LOT (C-3).
2. MAXIMUM HEIGHT: 3 STORIES OR 45 FEET (C-3).
   MAXIMUM BUILDING COVERAGE: NONE.
   MINIMUM OPENSPACE COVERAGE: NONE.
3. MINIMUM LOT SIZE: 10,000 SQ. FT.
   MINIMUM FRONTAGE: TO BE DETERMINED PRIOR TO FINAL PLAT APPROVAL.
4. ON SITE PARKING REQUIREMENTS: FOR RETAIL STORES AND SHOPS 1 SPACE PER 200 SQ. FT. OF FLOOR AREA.
5. OTHER (AS NEEDED TO OBTAIN A.A. ENCROACHMENT FROM TITLE COMPANY FOR IMPROVEMENTS TO BE BUILT

B. THE PROPERTY SHOWN ON THE SURVEY HAS ACCESS TO AND FROM A DEDICATED PUBLIC ROAD CONTIGUOUS TO THE PROPERTY, WHICH ACCESS BETWEEN THE PROPERTY AND SAID ROAD IS NOT LIMITED OR RESTRICTED IN ANY MANNER (SUCH RESTRICTION AND IS SUFFICIENT TO MEET REASONABLE NEEDS OF THE CURRENT OR PROPOSED USE, AS THE CASE MAY BE, OF THE PROPERTY AND ALL APPLICABLE REQUIREMENTS OF PUBLIC AUTHORITIES.

C. WATER SUPPLY, SANITARY SEWER, SANITARY SEWER, STORM DRAINAGE, ELECTRICITY, GAS AND OTHER UTILITIES ARE AVAILABLE IN ADEQUATE QUANTITIES AT THE LOT LINES OF THE PROPERTY AS THE LOCATIONS INDICATED ON THE FOREGOING SURVEY, AND THE BUILDING IMPROVEMENTS ARE CONNECTED AND FED INTO THE SAME.

DESCRIPTION

[illegible] IN THE EAST HALF OF THE NE ¼ OF SECTION 22 AND THE NW ¼ OF THE NW ¼ OF SECTION 23 IN TOWNSHIP 27 N., RANGE 33 W. IN THE CITY OF JOPLIN, COUNTY OF NEWTON AND STATE OF MISSOURI AND IS SHOWN AS BEING A PART OF LOT 3 AND A PORTION OF A 25 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN FREEMAN'S GROVE 5TH ADDITION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 2, PAGE 19 IN THE NEWTON COUNTY RECORDER'S OFFICE, ALSO BEING A PART OF LOTS 1 AND 2 THROUGH 7 AND A PORTION OF A 16 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN FREEMAN'S GROVE, SIXTH ADDITION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 2, PAGE 19 IN THE NEWTON COUNTY RECORDER'S OFFICE, (SAID PLAT ALSO SHOWS MISCELLANEOUS TRACT 1, WHICH APPEARS AS LOT 1 BUT IS NOT PLATTED AS A PART OF THE DESCRIPTION OF FREEMAN'S GROVE, SIXTH ADDITION) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A CHISELED "X" FOUND AT A NORTHWESTERLY CORNER OF LAND CONVEYED TO CARROLL L. AND DOROTHY M. BELL BY DEED RECORDED IN BOOK BOOK 333, PAGE 2041 IN THE NEWTON COUNTY RECORDER'S OFFICE, SAID CORNER LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF EAST 32ND STREET (WIDTH VARIES) AND WITH THE WESTERLY RIGHT-OF-WAY OF OLD MAIN STREET (50 FEET WIDE); SAID CORNER LYING 9.07 FEET WEST AND 50.00 FEET SOUTH OF THE CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 IN SAID TOWNSHIP AND RANGE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ALSO BEING THE NORTHERLY TERMINUS OF OLD MAIN STREET SOUTH 89°12'56" EAST A DISTANCE OF 35.00 FEET TO A CAPPED ⅜" IRON REBAR SET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°45'35" EAST A DISTANCE OF 10.41 FEET TO A CAPPED ⅜" IRON REBAR SET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 67°51'38" EAST A DISTANCE OF 130.30 FEET TO A RAILROAD SPIKE SET IN THE WESTERLY LINE OF LOT 8 IN SAID COLLINS SUBDIVISION; THENCE ALONG SAID WESTERLY LINE SOUTH [illegible] EAST A DISTANCE OF [illegible].74 FEET TO A RAILROAD SPIKE SET AT THE NORTHEASTERLY CORNER OF LOT 10 IN SAID COLLINS SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10 NORTH 68°38'58" WEST A DISTANCE OF 139.00 FEET TO A CAPPED ½" IRON REBAR SET IN THE EASTERLY RIGHT-OF-WAY OF SAID OLD MAIN STREET; THENCE NORTH 68°06'35" WEST A DISTANCE OF 555.00 FEET TO A CAPPED ½" IRON REBAR SET IN THE EASTERLY LINE OF SAID LOT 7 IN FREEMAN'S GROVE SIXTH ADDITION; THENCE ALONG SAID EASTERLY LINE SOUTH 01°45'35" WEST A DISTANCE OF 43.73 FEET TO THE NORTHEASTERLY CORNER OF LOT 6 IN SAID FREEMAN'S GROVE SIXTH ADDITION; THENCE NORTH 88°00'22" WEST A DISTANCE OF 111.75 FEET TO THE OLD EASTERLY RIGHT-OF-WAY OF HEARNES BOULEVARD (WIDTH VARIES); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY SOUTH 01°13'32" EAST A DISTANCE OF 199.33 FEET TO A CAPPED ½" IRON REBAR SET; THENCE SOUTH 88°01'28" EAST A DISTANCE OF 10.00 FEET TO THE NEW EASTERLY RIGHT-OF-WAY OF SAID HEARNES BOULEVARD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 01°13'32" EAST A DISTANCE OF 11.576 FEET TO A CHISELED MARK FOUND; THENCE NORTH 44°13'28" EAST A DISTANCE OF 21.41 FEET TO A CHISEL MARK FOUND IN SAID SOUTHERLY RIGHT-OF-WAY OF 32ND STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 88°34'12" EAST A DISTANCE OF 72.80 FEET TO A CHISEL MARK FOUND; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 89°13'13" EAST A DISTANCE OF 13.15 FEET TO THE PLACE OF BEGINNING CONTAINING 94,955 SQ. FT. OR 1.95 ACRES OF LAND

FLOOD INFORMATION

THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREA ZONE "B" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER FLOOD LINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 29097C0261E, DATED NOVEMBER 3, 2013

OWNER'S DEDICATION

I, [illegible] HEREBY AS L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE OWNER, HAVE CAUSED SAID REAL ESTATE TO BE CONSOLIDATED SAID TRACT SHALL BE HEREAFTER KNOWN AS CVS 101 [illegible] IN THE CITY OF JOPLIN, COUNTY OF NEWTON, STATE OF MISSOURI, SAID ADDITION BEING A PART OF THE NORTHEAST QUARTER OF SECTION 22, AND NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH P.M., NEWTON COUNTY, MISSOURI AND DEDICATING OF 1 LOT. I HEREBY DEDICATE THE UTILITY EASEMENTS AS SHOWN FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES.

BY: _____ DATE: _____
KRISTINE L. DONAGHEAR, ASSISTANT SECRETARY
CVS 10180 MO, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

CVS LEGAL APPROVAL
TOM BIGGINS, ESQ.
HINCKLEY, ALLEN & SNYDER LLP

ACKNOWLEDGMENT OF NOTARY

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT KRISTINE L. DONAGHEAR, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AS ASSISTANT SECRETARY OF CVS 10180 MO, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, SHE EXECUTED THE SAME VOLUNTARILY ON BEHALF OF CVS 10180 MO, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY ON THE DAY [illegible]

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____ 2013.

_____
NOTARY PUBLIC

AFFIX SEAL

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL

THIS PLAT OF THE CVS FIRST ADDITION TO THE CITY OF JOPLIN HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20__.

_____
CHAIRMAN

THIS PLAT OF THE CVS FIRST ADDITION TO THE CITY OF JOPLIN, INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____ DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20_____ OF JOPLIN, MISSOURI

_____ _____ _____
CITY CLERK CITY ENGINEER MAYOR

NOTE

APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE CITY FOR ANY CONSTRUCTION OR MAINTENANCE COSTS FOR THE STREETS OR ANY EXPENSE CONNECTED WITH THE DEVELOPMENT OF THE SUBDIVISION

STATE OF MISSOURI
COUNTY OF NEWTON

I, _____ RECORDER OF DEEDS OF SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS, ON THE _____ DAY OF _____, 20_____ AT _____ O'CLOCK AND _____ MINUTES ____.M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK _____ AT PAGE _____.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT _____, MISSOURI, ON THE DAY AND YEAR AFORESAID

_____ RECORDER

BY _____ DEPUTY

SURVEYOR'S CERTIFICATE

I, EARL T. BEDWORTH, A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT THE ENCLOSED PLAT IS REPRESENTATIVE OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 20____

_____
EARL T. BEDWORTH, PLS 2012-000030

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT ACCEPTED MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IS NOT A GUARANTEE OF WARRANTY (UNLESS EXPRESSLY STATED OTHERWISE) OR IMPLIED. EVALUATION IS MADE TO A REASONABLE DEGREE OF ACCURACY. THIS SURVEY IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS, AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT. STATEMENT OR INFORMATION TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

SYMBOLS LEGEND

⊗ CVS	CHISEL, MARK SET
● IRF	IRON REBAR FOUND
◎ RIS	⅜" CAPPED IRON REBAR SET
⊙ RRSF	RAIL ROAD SPIKE FOUND
△ MAGS	MAG NAIL SET
⊕ TBM	TEMPORARY BENCHMARK

LINE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE

DEVELOPER AND OWNER
CVS 10180 MO, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
ONE CVS DRIVE WOONSOCKET, RI 02895

CIVIL/LAND SURVEYOR
CARLSON CONSULTING ENGINEERS, INC.
7066 LEDGESTONE COMMONS
BARTLETT, TENNESSEE 38133
JOSEPH PARSLEY - P.E.
EARL T. BEDWORTH - R.L.S.

ZONING INFORMATION
C-3 PD
SITE TO BE USED AS RETAIL PHARMACY

CORNER MONUMENTS
AT ALL UNMARKED PROPERTY CORNERS 5/8" IRON REBAR WITH STAMPED ALUMINUM CAP/KNOCKED "X"/RAILROAD SPIKE

SOURCE DOCUMENTS
PLAT BOOK 2, PAGE 19
PLAT BOOK 1, PAGE 93
DEED BOOK 333, PAGE 2041

BASIS OF BEARING
MISSOURI STATE PLANE COORDINATE WEST-WEST

REVISIONS		
NO.	DATE	DESCRIPTION

EARL T. BEDWORTH - LAND SURVEYOR
MO. LS-2013000030

FINAL PLAT
OF THE CVS FIRST ADDITION
TO THE CITY OF JOPLIN

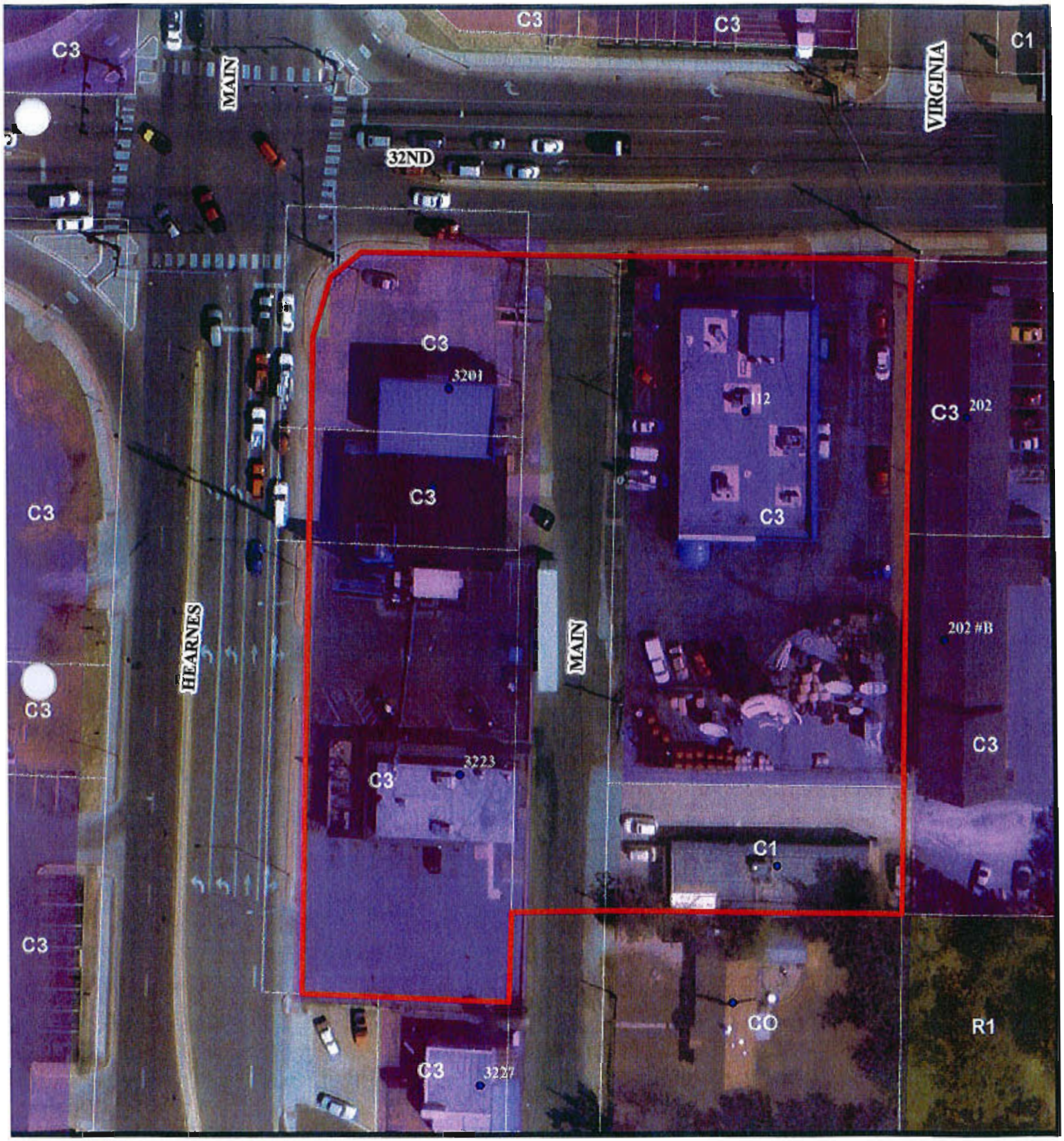
IN SECTIONS 22 & 23, TWP. 27, RNG. 33, NEWTON COUNTY, MISSOURI

CARLSON CONSULTING ENGINEERS, INC.
CERTIFICATE OF AUTHORITY NUMBER 2006-0112
7066 LEDGESTONE COMMONS • BARTLETT, TENNESSEE 38133
(901) 384-0004 • FAX (901) 384-0710

SCALE: 1" = 30'
DATE: 5/08/2013

DRAWING FILE: JOPLIN
DRAWN BY: ETB / JDL

JOB #JCVS-JOPLIN
SHEET 1 OF 2



0 50 100 200 300 400 Feet

C 058-13: A request for a Final Plat review for "CVS First Addition" located at the southeast corner of 32nd & Hearnes Blvd. - CVS 10160 MO, LLC / Orange Development

N

Case 057-13: Southeast corner of 32nd & Hearnes – A request for a Preliminary Plat for "The CVS First Addition to the City of Joplin" – CVS 10160 MO, LLC / Orange Development.

Mr. Harrington opened the public comment period for Case 057-13.

Mr. Matt Pitts, Carlson Consulting Engineers, 2179 Poplar Avenue, Memphis, Tennessee, appeared representing Orange Development. The property in this request currently contains multiple lots, with this proposal consolidating all the property into a single lot to allow for the development of the CVS Pharmacy.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 057-13.

MR. SMITH MOVED, SECONDED BY MR. EASTMAN, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 057-13 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Case 058-13: Southeast corner of 32nd & Hearnes – A request for a Final Plat for "The CVS First Addition to the City of Joplin" – CVS 10160 MO, LLC / Orange Development.

Mr. Harrington opened the public comment period for Case 058-13.

Mr. Matt Pitts, Carlson Consulting Engineers, 2179 Poplar Avenue, Memphis, Tennessee, appeared representing Orange Development. The final plat is just a consolidation of the existing lots. He is requesting the review of the final plat at the same time as the preliminary plat to expedite the process.

Mr. Eastman asked Mr. Pitts about the timetable for CVS Pharmacy being open for business, and he replied sometime next year.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 058-11.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT THE FINAL PLAT AS PRESENTED IN CASE 058-11 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 058-13
CVS 10160 MO, LLC / Orange Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-298 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for THE CVS FIRST ADDITION TO THE CITY OF JOPLIN located at the southeast corner of 32nd Street and Hearnes Boulevard in the City of Joplin, Newton County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for THE CVS FIRST ADDITION TO THE CITY OF JOPLIN in the City of Joplin, Newton County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of THE CVS FIRST ADDITION TO THE CITY OF JOPLIN, described as follows:

SITUATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 22 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 23 IN TOWNSHIP 27 N, RANGE 33 W IN THE CITY OF JOPLIN, COUNTY OF NEWTON AND STATE OF MISSOURI AND IS KNOWN AS BEING A PART OF LOT 9 AND A PORTION OF A 25 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN COLLINS-SUBDIVISION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 93 IN THE NEWTON COUNTY RECORDER'S OFFICE, FURTHER KNOWN AS BEING A PART OF LOTS 1* AND 2 THROUGH 7 AND A PORTION OF A 10 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN FREEMAN'S GROVE, SIXTH ADDITION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 2, PAGE 19 IN THE NEWTON COUNTY RECORDER'S OFFICE, (*SAID PLAT ALSO SHOWS MISCELLANEOUS TRACT 1, WHICH APPEARS AS LOT 1 BUT IS NOT INCLUDED AS A PART OF THE DESCRIPTION OF FREEMAN'S GROVE, SIXTH ADDITION) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CHISELED "X" FOUND AT A NORTHEASTERLY CORNER OF LAND CONVEYED TO DARIUS L. AND DOROTHY H. BELL BY DEED RECORDED IN DEED BOOK 323, PAGE 2041 IN THE NEWTON COUNTY RECORDER'S OFFICE, SAID CORNER LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF EAST 32ND STREET (WIDTH VARIES) AND WITH THE WESTERLY RIGHT-OF-WAY OF OLD MAIN STREET (35 FEET WIDE),

SAID CORNER LYING 9.07 FEET WEST AND 50.00 FEET SOUTH OF THE CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 IN SAID TOWNSHIP AND RANGE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ALSO BEING THE NORTHERLY TERMINUS OF OLD MAIN STREET SOUTH 88°12'52" EAST A DISTANCE OF 35.00 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 61°45'36" EAST A DISTANCE OF 10.41 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 87°51'28" EAST A DISTANCE OF 130.30 FEET TO A RAILROAD SPIKE SET IN THE WESTERLY LINE OF LOT 8 IN SAID COLLINS SUBDIVISION; THENCE ALONG SAID WESTERLY LINE SOUTH 01°53'25" WEST A DISTANCE OF 292.74 FEET TO A RAIL ROAD SPIKE SET AT THE NORTHEASTERLY CORNER OF LOT 10 IN SAID COLLINS SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10 NORTH 88°58'58" WEST A DISTANCE OF 139.00 FEET TO A CAPPED 5/8" IRON REBAR SET IN THE EASTERLY RIGHT-OF-WAY OF SAID OLD MAIN STREET; THENCE NORTH 88°06'35" WEST A DISTANCE OF 35.00 FEET TO A CAPPED 5/8" IRON REBAR SET IN THE EASTERLY LINE OF SAID LOT 7 IN FREEMAN'S GROVE SIXTH ADDITION; THENCE ALONG SAID EASTERLY LINE SOUTH 01°53'25" WEST A DISTANCE OF 43.73 FEET TO THE NORTHEASTERLY CORNER OF LOT 8 IN SAID FREEMAN'S GROVE SIXTH ADDITION; THENCE NORTH 88°00'22" WEST A DISTANCE OF 111.75 FEET TO THE OLD EASTERLY RIGHT-OF-WAY OF HEARNES BOULEVARD (WIDTH VARIES); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 02°11'23" EAST A DISTANCE OF 199.33 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE SOUTH 88°01'26" EAST A DISTANCE OF 10.00 FEET TO THE NEW EASTERLY RIGHT-OF-WAY OF SAID HEARNES BOULEVARD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 02°11'23" EAST A DISTANCE OF 113.76 FEET TO A CHISEL MARK FOUND; THENCE NORTH 46°47'24" EAST A DISTANCE OF 21.41 FEET TO A CHISEL MARK FOUND IN SAID SOUTHERLY RIGHT-OF-WAY OF 32ND STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 88°34'12" EAST A DISTANCE OF 72.80 FEET TO A CHISEL MARK FOUND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 66°13'13" EAST A DISTANCE OF 13.15 FEET TO THE PLACE OF BEGINNING CONTAINING 84,955 SQ. FT. OR 1.95 ACRES OF LAND.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Newton County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri

Council Bill No. 2013-298

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

RESOLUTIONS

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 21, 2013

ITEM: RESOLUTION NO 2013-029
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: Resolution

Finance Director: Leslie Haase LH	**Date:** 10-11-13
City Attorney: Brian Head BH	**Date:** 10-14-13
City Manager: R Mark Rohr RMR	**Date:** 10-15-13

INTRODUCTION:

This Resolution accepts and approves the LAGERS actuary report. This report must be public information for 45 days. This resolution marks the beginning of the 45-day period.

DISCUSSION:

During the 2013 budget work sessions, Council began the process of reviewing a possible change to the LAGERS benefit level. The first step in this process is to obtain an actuary report that details the cost of the benefit change. Under the State of Missouri Statutes, this report must be made a public record for 45 days prior to any action that may be taken.

RECOMMENDATION:

City Staff recommends adoption of this Resolution.

Resolution No. 2013-029

A RESOLUTION accepting and approving the LAGERS actuary and authorizing and directing the City Clerk to maintain the same on file as a public record in compliance with the statutes of the State of Missouri.

WHEREAS, the City of Joplin requested an actuary report to determine the cost for different levels of benefits under the LAGERS retirement system; and

WHEREAS, pursuant to 105.675 RSMo., the City of Joplin is required to make such report available as public information for at least 45 days.

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

Section 1. That the City of Joplin hereby accepts and approves the LAGERS actuary report, a true and accurate copy being attached hereto as Exhibit "A".

Section 2. That the City Clerk is hereby authorized and directed to place such report on file in the City Clerk's Office for a period of not less than forty-five (45) days from the date of approval of this resolution.

Section 3. That said report shall be available for public inspection in the Office of the City Clerk as a public record during normal business hours.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

Haase, Leslie

From: Jeff Kempker <jkempker@molagers.org>
Sent: Thursday, October 10, 2013 2:31 PM
To: Haase, Leslie
Cc: Jeff Pabst; Elizabeth Althoff
Subject: LAGERS Supplemental Valuation Results
Attachments: Amending Ordinance FILLABLE.pdf; Understanding Your Supplemental Valuation.pdf; 2013_10_10_3166.pdf

Leslie,

This is in reference to your recent request for cost information related to alternate benefit options available under the Missouri Local Government Employees Retirement System (LAGERS). Attached please find a Supplemental Actuarial Valuation that outlines the rate adjustments for the potential changes. This report contains all of the information needed to comply with state disclosure requirements regarding proposed changes in benefits under the LAGERS system. A copy of this report will also be placed on the ECLIPSE system.

This report must be made public information for at least 45 calendar days before your governing body may elect to adopt the proposed change in benefits, in accordance with Section 105.675 RSMo. We suggest you make the report a part of the minutes or official record of your governing body's next meeting to satisfy this requirement.

Also attached is a sample ordinance/resolution in which your governing body may use, should they so choose. Please note that the statutes require that LAGERS receive a signed copy of the resolution within 10 days of the election and prior to the date it is to be effective.

Should you desire, a member of the LAGERS staff would be available to meet with your governing body and/or employees to discuss these possible changes and to answer questions. Please feel free to contact me should you have any additional questions.

Thanks,

Jeff Kempker, RPA, CRC | Manager of Member Services

Missouri Local Government Employees Retirement System (LAGERS)
701 W. Main St. Jefferson City, MO 65101
P: 573.632.6371 or 800.447.4334 x. 6371
F: 573.632.7789
www.molagers.org

CONFIDENTIALITY STATEMENT This electronic communication is from the Missouri Local Government

Employees Retirement System (LAGERS) and is confidential, privileged and intended only for the use of the recipient(s) named above. If you are not the intended recipient, or the employee or agent responsible for delivering this information to the intended recipient, then unauthorized disclosure, copying, distribution or use of the contents of this transmission is strictly prohibited. If you have received this message in error, please notify the sender immediately or contact LAGERS by calling (573) 636-9455.

A GUIDE TO UNDERSTANDING YOUR SUPPLEMENTAL VALUATION

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PLAN COMPARISON

This section shows the present benefit options that your employer has adopted and the alternate benefit option(s) that are being considered. In this example, the employer is considering upgrading from the L-7 to the L-12 benefit program.

Benefit Plans	Present	Alternate
# Benefit Program:	L-7	L-12
Final Average Salary:	5 year	5 year
Member Contributions:	Contributory	Contributory
Retirement Eligibility:	Regular	Regular

RATE COMPARISON

You will find the cost of the benefit change in this section. The cost for the present benefits will be listed first with the rate for the proposed change below.

THE FIGURES IN YOUR VALUATION ARE VALID FOR ONE YEAR AFTER THE DATE YOU RECEIVED IT.

Middle - Page 4

Disability Cost pays for disability and duty-related survivor benefits. This cost is pooled between all LAGERS employers and is based on the benefit program the employer elects. This cost may change if your employer changes benefit programs.

Current Service Cost is the cost of the upcoming year of service credit for all employees and fluctuates little from year-to-year. This rate will change if the alternate plan is adopted because the value of each upcoming year of benefits will change.

Present Plan	Rates
Current Service Cost	5.6%
Disability Cost	0.2
Prior Service Cost	1.8
Total	7.6%
Alternate Plan	
Current Service Cost	7.1%
Disability Cost	0.3
Prior Service Cost*	3.3
Total	10.7%
INCREASE IN CONTRIBUTION RATE FOR ALTERNATE PLAN	3.1%

Prior Service Cost represents the amortization payment to finance the employer's unfunded liability. When an employer upgrades the benefit program, final average salary, or the Rule of 80, these elections will increase the unfunded liability. This is due to the upgrades being retro-active for the employees. Not only will service going forward be upgraded to the higher program, but also past service for all current employees will now be valued based on the higher benefits. LAGERS does not require an employer to fund the increase in the unfunded liability all at once. Instead, the cost for the upgrade is amortized over 30 years and the prior service rate is increased to pay for the upgrade over time.

106.675 RSMO

THE VALUATION MUST BE MADE PUBLIC INFORMATION FOR AT LEAST 45 CALENDAR DAYS BEFORE YOUR EMPLOYER CAN ADOPT THE CHANGE.

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* Adoption of the alternate plan would increase the actuarial accrued liability by $190,369 which was amortized over a 30 year period to compute the increase in the Prior Service Cost.



THE CITY OF JOPLIN

SUPPLEMENTAL ACTUARIAL VALUATION OF ALTERNATE LAGERS BENEFITS

FEBRUARY 28, 2013

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Appendix III

Benefit Illustrations

GRS

Gabriel Roeder Smith & Company
Consultants & Actuaries

One Towne Square
Suite 800
Southfield, MI 48076-3723

248.799.9000 phone
248.799.9020 fax
www.gabrielroeder.com

October 10, 2013

The City of Joplin
Joplin, Missouri

Ladies and Gentlemen:

Submitted in this report are the results of an actuarial valuation prepared to determine the employer contribution rates required to support, for your employees, certain benefits provided by the Missouri Local Government Employees Retirement System (LAGERS). This report contains the information needed to comply with Missouri state disclosure requirements regarding changes in LAGERS benefits by a political subdivision (Sections 105.660 - 105.685 RSMo).

The contribution requirement for benefits likely to accrue as a result of the future service of your employees is described in this report as the current cost plus the disability cost. This contribution rate, expressed as a percent of active employee payroll, will depend on the benefit plan adopted.

The contribution requirement to pay for benefits likely to result from service rendered by your employees prior to the valuation date, the liability for which is not covered by present employer account balances, is described in this report as the prior service cost. The prior service cost is the rate of contribution designed to pay for any unfunded actuarial accrued liability over a period of not more than 30 years.

Section 70.730 of the Revised Statutes of Missouri requires participating employers to contribute the current cost, disability cost, and prior service cost for the benefit plan in effect. These contributions are mandatory.

The actuarial assumptions and methods used to determine the stated costs are described in Appendix I of this report. In our opinion, they do produce results which, in the aggregate, are reasonable. Additional miscellaneous and technical assumptions as well as disclosures required by the actuarial standards of practice may be found in the LAGERS Compiled Annual Actuarial Valuation report as of February 28, 2013.

The computed contribution rates will permit the System to continue to operate in sound condition in accordance with the actuarial principles of level cost financing and the state law which governs LAGERS. Summary provisions of the law as well as benefit illustrations can be found in Appendices II and III.

In accordance with 105.675 RSMo., note that this entire report must be available as public information for at least 45 calendar days prior to the date final official action is taken by your governing body to adopt an alternate benefit plan. You may wish to make notice of this report in the official minutes of the next meeting of your governing body. This action would not be binding on your subdivision, yet would establish the beginning date of the 45 day waiting period. The statement of cost must also be provided to the Joint Committee on Public Employee Retirement, State Capitol, Room 219-A, Jefferson City, MO 65101.

The valuation was based on the same data as was used in your February 28, 2013 annual actuarial valuation. If you have any questions concerning this report or LAGERS in general, please contact the LAGERS office in Jefferson City.

Mita Drazilov is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,

Mita Drazilov

Mita D. Drazilov, ASA, MAAA

Alternate Plan Provisions Affecting Employer Contribution Rates

The law governing LAGERS provides for either a contributory plan or a non-contributory plan, with benefits based on either a 5 year or 3 year Final Average Salary (FAS).

Contributory Plan. Under the contributory plan, each covered member contributes 4% of compensation to LAGERS. If an employee terminates before being eligible for an immediate benefit, the member's contributions, plus any interest credited to the member's individual account, are refunded upon request.

Non-Contributory Plan. Under the non-contributory plan, there is no individual employee contribution to the plan, no individual account maintained for each employee, and no refund paid to employees who terminate before being eligible for a benefit.

The law further provides for nine different benefit programs (benefit formula factors) and allows an employer to elect "rule of 80" eligibility for benefits. Under the rule of 80, employees are eligible for unreduced benefits at the earlier of (i) attainment of their minimum service retirement age or (ii) such time as their years of age plus years of LAGERS credited service equals 80.

In total this allows for 72 different combinations of benefit plans, giving employers considerable latitude in designing the retirement program which they feel best suits their particular situation.

The applicable combinations of these items may be changed from time to time, however, there are limitations on the frequency of changes. A more detailed description of plan provisions may be found in Appendix II of this report.

The City of Joplin

Computed Employer Contribution Rates - General Employees

As of February 28, 2013

Benefit Plans	Present	Alternate
# Benefit Program:	LT-14(65)	L-6
Final Average Salary:	5 year	5 year
Member Contributions:	Non-Contributory	Non-Contributory
Retirement Eligibility:	Regular	Regular

Present Plan	Rates
Current Service Cost	9.9%
Disability Cost	0.3
Prior Service Cost	2.7
Total	12.9%

Alternate Plan	
Current Service Cost	11.1%
Disability Cost	0.3
Prior Service Cost*	4.1
Total	15.5%

INCREASE IN CONTRIBUTION RATE FOR ALTERNATE PLAN	2.6%

Employer contribution rates shown above are for the fiscal year beginning in 2014. If the alternate plan is adopted prior to the fiscal year beginning in 2014, 2.6% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

* Adoption of the alternate plan would increase the actuarial accrued liability by $2,620,695 which was amortized over a 30 year period to compute the increase in the Prior Service Cost.

APPENDIX I

SUMMARY OF FINANCIAL ASSUMPTIONS

Summary of Assumptions Used in Actuarial Valuations

Assumptions Adopted by Board of Trustees After Consulting With Actuary

1. The investment return rate used in making the valuations was 7.25% per year, compounded annually. This rate of return is not the assumed real rate of return. The real rate of return is the rate of investment return in excess of the inflation rate. Considering other financial assumptions, the 7.25% investment return rate translates to an assumed real rate of return of 3.75%. Adopted 2011.

2. The mortality table used to evaluate mortality among active members was 75% of the RP-2000 Combined Healthy Table set back 0 years for men and 0 years for women. It was assumed that 50% of pre-retirement deaths would be duty related. Adopted 2011.

3. The mortality table used in evaluating allowances to be paid was 105% of the 1994 Group Annuity Mortality (GAM) Table set back 0 years for men and 0 years for women. The disability post-retirement rates were equal to the standard rates set forward 10 years. Adopted 2011.

4. The probabilities of withdrawal from service, together with individual pay increase assumptions, are shown in Schedule 1. Adopted 2011.

5. The probabilities of retirement with an age and service allowance are shown in Schedule 2. Adopted 2011.

6. Total active member payroll is assumed to increase 3.50% a year, which is the portion of the individual pay increase assumptions attributable to wage inflation. In effect, this assumes no change in the number of active members per employer. Adopted 2011.

7. An individual entry-age actuarial cost method of valuation was used in determining age and service allowance actuarial liabilities and normal cost. Adopted 1986.

8. The data about persons now covered was furnished by the political subdivision. Although examined for general reasonableness, the data was not audited by us.

Schedule 1.

Withdrawal From Active Employment Before Age & Service Retirement and Individual Pay Increase Assumptions

Sample Ages	Years of Service	Percent of Active Members Separating Within Next Year				Percent Increase in Individual's Pay During Next Year
		General Members				
		Men	Women	Police	Fire	Excluding Fire
All	0	18.00%	21.00%	18.00%	8.00%	
	1	16.00	20.00	17.00	7.00	
	2	14.00	16.00	16.00	6.00	
	3	11.00	13.00	13.00	6.00	
	4	9.00	12.00	12.00	5.00	
25	5 & Over	7.50	10.70	10.10	5.00	6.8%
30		6.50	9.40	8.00	4.00	6.0
35		5.10	7.20	6.10	2.80	5.5
40		3.80	5.50	4.70	2.20	5.0
45		3.00	4.20	3.60	1.80	4.5
50		2.40	3.40	1.80	1.00	4.1
55		1.80	2.50	1.00	0.50	3.9
60		1.00	1.20	0.00	0.00	3.8
65		0.00	0.00	0.00	0.00	3.5

Sample Ages	Percent Increase in Individual's Pay During Next Year Fire
25	8.6%
30	6.7
35	5.4
40	4.7
45	4.4
50	4.1
55	3.9
60	3.8
65	3.5

Schedule 2.

Percent of Eligible Active Members Retiring Within Next Year Without Rule of 80 Eligibility

Early Retirement

Retirement	General Members		Retirement		
Ages	Men	Women	Ages	Police	Fire
55	2.50%	3.00%	50	3.00%	2.50%
56	2.50%	3.00%	51	3.00%	2.50%
57	2.50%	3.00%	52	3.00%	2.50%
58	2.50%	3.00%	53	3.00%	2.50%
59	2.50%	3.00%	54	3.00%	2.50%

Normal Retirement

Retirement	General Members		Retirement		
Ages	Men	Women	Ages	Police	Fire
60	10%	10%	55	10%	15%
61	10	10	56	10	15
62	25	15	57	10	10
63	25	15	58	10	15
64	20	15	59	10	15
65	25	20	60	10	20
66	25	25	61	10	10
67	20	20	62	25	30
68	20	20	63	20	30
69	20	15	64	20	25
70	100	100	65	100	100

Schedule 2. (Continued)

Percent of Eligible Active Members Retiring Within Next Year With Rule of 80 Eligibility

Retirement Ages	General Members		Police	Fire
	Men	Women		
50	15%	15%	25%	25%
51	15	15	25	15
52	15	15	15	15
53	15	15	15	15
54	15	15	15	15
55	15	15	15	15
56	15	15	15	15
57	15	15	15	15
58	15	15	15	15
59	15	15	15	20
60	15	15	15	30
61	15	15	25	30
62	30	15	30	45
63	30	15	30	45
64	30	20	30	45
65	30	25	100	100
66	30	25		
67	30	25		
68	30	25		
69	30	25		
70	100	100		

APPENDIX II

SUMMARY OF LAGERS PROVISIONS

Missouri LocAl Government Employees Retirement System
Brief Summary of LAGERS
Benefits and Conditions Evaluated and/or Considered
as of February 28, 2013
(Section references are to RSMo)

Voluntary Retirement. Sections 70.645 & 70.600. A member may retire with an age & service allowance after both (i) completing 5 years of credited service, and (ii) attaining the minimum service retirement age.

The minimum service retirement age is age 60 for a general employee and age 55 for a police or fire employee. Optionally, employers may also elect to provide for unreduced benefits for employees whose combination of years of age and years of service equals 80 or more.

Final Average Salary. Section 70.600. The average of a member's monthly compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) of credited service producing the highest monthly average, which period is contained within the 120 consecutive months of credited service immediately preceding retirement.

Age & Service Allowance. Section 70.655. The allowance, payable monthly for life, equals a specified percent of a member's final average salary multiplied by the number of years of credited service. Each employer elects the percent applicable to its members, from the following programs:

L-1 Benefit Program:	1.00% for life
L-3 Benefit Program:	1.25% for life
L-7 Benefit Program:	1.50% for life
L-9 Benefit Program:	1.60% for life
L-12 Benefit Program:	1.75% for life
L-6 Benefit Program:	2.00% for life
LT-4(65) Benefit Program:	1.00% for life, plus 1.00% to age 65
LT-5(65) Benefit Program:	1.25% for life, plus 0.75% to age 65
LT-8(65) Benefit Program:	1.50% for life, plus 0.50% to age 65
LT-10(65) Benefit Program:	1.60% for life, plus 0.40% to age 65
LT-14(65) Benefit Program:	1.75% for life, plus 0.25% to age 65

The only LT benefit programs available for adoption after August 1, 1994 are the LT(65) programs.

Benefit programs L-9 and LT-10(65) are unavailable for adoption after August 1, 2005.

Benefit program L-11, available only to groups not covered by social security, provides for 2.5% for life.

Subsequent to joining the System the governing body can elect to change benefit programs for the employees, but not more often than once every 2 years.

Early Allowance. Section 70.670. A member may retire with an early allowance after both (i) completing 5 years of credited service, and (ii) attaining age 55 if a general employee or age 50 if a police or fire employee. The early allowance amount, payable monthly for life, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of early retirement, but reduced to reflect the fact that the age when payments begin is younger than the minimum service retirement age. The amount of the reduction is 1/2 of 1% (.005) for each month the age at retirement is younger than the minimum service retirement age.

Deferred Allowance. Section 70.675. If a member leaves LAGERS-covered employment (i) before attaining the early retirement age, and (ii) after completing 5 years of credited service, the member becomes eligible for a deferred allowance; provided the former member lives to the minimum service retirement age and does not withdraw the accumulated contributions.

The deferred allowance amount, payable monthly for life from the minimum service retirement age, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of leaving LAGERS coverage.

Deferred allowances are also payable any time after reaching the early retirement age, with the reduction for early retirement noted on the previous page.

Non-Duty Disability Allowance. Section 70.680. A member with 5 or more years of credited service who becomes totally and permanently disabled from other than duty-connected causes becomes eligible to receive a non-duty disability allowance computed in the same manner as an age & service allowance, based upon the service & earnings record to time of disability.

Duty Disability Allowance. Section 70.680. A member regardless of credited service who becomes totally and permanently disabled from duty-connected causes becomes eligible to receive a duty disability allowance computed in the same manner as an age & service allowance, based upon the earnings record to time of disability but based upon the years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Death-in-Service. Section 70.661. Upon the death of a member who had completed 5 years of credited service, the eligible surviving dependents receive the following benefits:

(a) The surviving spouse receives an allowance equal to the Option A allowance (joint and 75% survivor benefit) computed based upon the deceased members' service & earnings record to time of death.

(b) When no spouse benefit is payable, the dependent children under age 18 (age 23 if they are full time students) each receive an equal share of 60% of an age & service allowance computed based upon the deceased member's service & earnings record to time of death.

(c) If the death is determined to be duty related, the 5 year service requirement is waived and the benefit is based on years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Benefit Changes After Retirement. Section 70.655. For retirements effective after September 28, 1975, there is an annual redetermination of monthly benefit amount, beginning the October first following 12 months of retirement. As of each October first the amount of each eligible benefit is redetermined as follows:

(a) Subject to the maximum in (b), the redetermined amount is the amount other-wise payable multiplied by: 100% plus up to 4%, as determined by the LAGERS Board of Trustees, for each full year of retirement.

(b) The redetermined amount may not exceed the amount otherwise payable multiplied by the ratio of the Consumer Price Index for the immediately preceding month of June to the Consumer Price Index for the month of June immediately preceding retirement.

Member Contributions. Sections 70.690 & 70.705. Each member contributes 4% of compensation beginning after completion of sufficient employment for 6 months of credited service.

If a member leaves LAGERS-covered employment before an allowance is payable, the accumulated contributions are refunded to the member. If the member dies, his accumulated contributions are refunded to a designated beneficiary.

The law governing LAGERS also has a provision for the adoption of a non-contributory plan in which the full cost of LAGERS participation is paid by the employer. Adoption of the non-contributory provisions may be done at the time of membership or a later date; however, a change from contributory to non-contributory or vice-versa may not be made more frequently than every 2 years. Under the non-contributory provisions there is no individual account maintained for each employee and no refund of contributions if an employee terminates before being eligible for a benefit.

Employer Contributions. Section 70.730. Each employer contributes the remainder amounts necessary to finance the employees' participation in LAGERS. Contributions to LAGERS are determined based upon level-percent-of-payroll principles, so that contribution rates do not have to increase over decades of time.

APPENDIX III

BENEFIT ILLUSTRATIONS

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-1 Benefit Program is Years of Credited Service times: 1.00% of FAS [1])

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3]	Estimated Social Security [2]	Estimated Monthly Total $	Estimated Monthly Total % of FAS
35 Years of Service:				
$1,500	$525	$868	$1,393	93%
2,000	700	1,015	1,715	86%
2,500	875	1,162	2,037	81%
3,000	1,050	1,311	2,361	79%
3,500	1,225	1,458	2,683	77%
4,000	1,400	1,605	3,005	75%
25 Years of Service:				
$1,500	$375	$868	$1,243	83%
2,000	500	1,015	1,515	76%
2,500	625	1,162	1,787	71%
3,000	750	1,311	2,061	69%
3,500	875	1,458	2,333	67%
4,000	1,000	1,605	2,605	65%
15 Years of Service:				
$1,500	$225	$868	$1,093	73%
2,000	300	1,015	1,315	66%
2,500	375	1,162	1,537	61%
3,000	450	1,311	1,761	59%
3,500	525	1,458	1,983	57%
4,000	600	1,605	2,205	55%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-3 Benefit Program is Years of Credited Service times: 1.25% of FAS [1])

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3]	Estimated Social Security [2]	Estimated Monthly Total	
			$	% of FAS
35 Years of Service:				
$1,500	$656	$868	$1,524	102%
2,000	875	1,015	1,890	95%
2,500	1,094	1,162	2,256	90%
3,000	1,313	1,311	2,624	87%
3,500	1,531	1,458	2,989	85%
4,000	1,750	1,605	3,355	84%
25 Years of Service:				
$1,500	$469	$868	$1,337	89%
2,000	625	1,015	1,640	82%
2,500	781	1,162	1,943	78%
3,000	938	1,311	2,249	75%
3,500	1,094	1,458	2,552	73%
4,000	1,250	1,605	2,855	71%
15 Years of Service:				
$1,500	$281	$868	$1,149	77%
2,000	375	1,015	1,390	70%
2,500	469	1,162	1,631	65%
3,000	563	1,311	1,874	62%
3,500	656	1,458	2,114	60%
4,000	750	1,605	2,355	59%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-7 Benefit Program is Years of Credited Service times: 1.50% of FAS [1])

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3]	Estimated Social Security [2]	Estimated Monthly Total $	Estimated Monthly Total % of FAS
35 Years of Service:				
$1,500	$788	$868	$1,656	110%
2,000	1,050	1,015	2,065	103%
2,500	1,313	1,162	2,475	99%
3,000	1,575	1,311	2,886	96%
3,500	1,838	1,458	3,296	94%
4,000	2,100	1,605	3,705	93%
25 Years of Service:				
$1,500	$563	$868	$1,431	95%
2,000	750	1,015	1,765	88%
2,500	938	1,162	2,100	84%
3,000	1,125	1,311	2,436	81%
3,500	1,313	1,458	2,771	79%
4,000	1,500	1,605	3,105	78%
15 Years of Service:				
$1,500	$338	$868	$1,206	80%
2,000	450	1,015	1,465	73%
2,500	563	1,162	1,725	69%
3,000	675	1,311	1,986	66%
3,500	788	1,458	2,246	64%
4,000	900	1,605	2,505	63%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-9 Benefit Program is Years of Credited Service times: 1.60% of FAS [1])

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3]	Estimated Social Security [2]	Estimated Monthly Total $	Estimated Monthly Total % of FAS
35 Years of Service:				
$1,500	$840	$868	$1,708	114%
2,000	1,120	1,015	2,135	107%
2,500	1,400	1,162	2,562	102%
3,000	1,680	1,311	2,991	100%
3,500	1,960	1,458	3,418	98%
4,000	2,240	1,605	3,845	96%
25 Years of Service:				
$1,500	$600	$868	$1,468	98%
2,000	800	1,015	1,815	91%
2,500	1,000	1,162	2,162	86%
3,000	1,200	1,311	2,511	84%
3,500	1,400	1,458	2,858	82%
4,000	1,600	1,605	3,205	80%
15 Years of Service:				
$1,500	$360	$868	$1,228	82%
2,000	480	1,015	1,495	75%
2,500	600	1,162	1,762	70%
3,000	720	1,311	2,031	68%
3,500	840	1,458	2,298	66%
4,000	960	1,605	2,565	64%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-12 Benefit Program is Years of Credited Service times: 1.75% of FAS [1])

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3]	Estimated Social Security [2]	Estimated Monthly Total $	Estimated Monthly Total % of FAS
35 Years of Service:				
$1,500	$919	$868	$1,787	119%
2,000	1,225	1,015	2,240	112%
2,500	1,531	1,162	2,693	108%
3,000	1,838	1,311	3,149	105%
3,500	2,144	1,458	3,602	103%
4,000	2,450	1,605	4,055	101%
25 Years of Service:				
$1,500	$656	$868	$1,524	102%
2,000	875	1,015	1,890	95%
2,500	1,094	1,162	2,256	90%
3,000	1,313	1,311	2,624	87%
3,500	1,531	1,458	2,989	85%
4,000	1,750	1,605	3,355	84%
15 Years of Service:				
$1,500	$394	$868	$1,262	84%
2,000	525	1,015	1,540	77%
2,500	656	1,162	1,818	73%
3,000	788	1,311	2,099	70%
3,500	919	1,458	2,377	68%
4,000	1,050	1,605	2,655	66%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-6 Benefit Program is Years of Credited Service times: 2.00% of FAS [1])

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3]	Estimated Social Security [2]	Estimated Monthly Total $	Estimated Monthly Total % of FAS
35 Years of Service:				
$1,500	$1,050	$868	$1,918	128%
2,000	1,400	1,015	2,415	121%
2,500	1,750	1,162	2,912	116%
3,000	2,100	1,311	3,411	114%
3,500	2,450	1,458	3,908	112%
4,000	2,800	1,605	4,405	110%
25 Years of Service:				
$1,500	$750	$868	$1,618	108%
2,000	1,000	1,015	2,015	101%
2,500	1,250	1,162	2,412	96%
3,000	1,500	1,311	2,811	94%
3,500	1,750	1,458	3,208	92%
4,000	2,000	1,605	3,605	90%
15 Years of Service:				
$1,500	$450	$868	$1,318	88%
2,000	600	1,015	1,615	81%
2,500	750	1,162	1,912	76%
3,000	900	1,311	2,211	74%
3,500	1,050	1,458	2,508	72%
4,000	1,200	1,605	2,805	70%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-11 Benefit Program is Years of Credited Service times: 2.50% of FAS [1])

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3]	Estimated Social Security [2]	Estimated Monthly Total $	Estimated Monthly Total % of FAS
35 Years of Service:				
$1,500	$1,313		$1,313	88%
2,000	1,750		1,750	88%
2,500	2,188		2,188	88%
3,000	2,625		2,625	88%
3,500	3,063		3,063	88%
4,000	3,500		3,500	88%
25 Years of Service:				
$1,500	$938		$938	63%
2,000	1,250		1,250	63%
2,500	1,563		1,563	63%
3,000	1,875		1,875	63%
3,500	2,188		2,188	63%
4,000	2,500		2,500	63%
15 Years of Service:				
$1,500	$563		$563	38%
2,000	750		750	38%
2,500	938		938	38%
3,000	1,125		1,125	38%
3,500	1,313		1,313	38%
4,000	1,500		1,500	38%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-4(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 62)
1.00% of FAS [1] at age 62)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 62	LAGERS BENEFIT [3] At 62	Estimated Social Security [2]	Estimated Monthly Total To 62	Estimated Monthly Total At 62	Percent of FAS To 62	Percent of FAS At 62
35 Years of Service:							
$1,500	$1,050	$525	$699	$1,050	$1,224	70%	82%
2,000	1,400	700	818	1,400	1,518	70%	76%
2,500	1,750	875	936	1,750	1,811	70%	72%
3,000	2,100	1,050	1,055	2,100	2,105	70%	70%
3,500	2,450	1,225	1,173	2,450	2,398	70%	69%
4,000	2,800	1,400	1,292	2,800	2,692	70%	67%
25 Years of Service:							
$1,500	$750	$375	$699	$750	$1,074	50%	72%
2,000	1,000	500	818	1,000	1,318	50%	66%
2,500	1,250	625	936	1,250	1,561	50%	62%
3,000	1,500	750	1,055	1,500	1,805	50%	60%
3,500	1,750	875	1,173	1,750	2,048	50%	59%
4,000	2,000	1,000	1,292	2,000	2,292	50%	57%
15 Years of Service:							
$1,500	$450	$225	$699	$450	$924	30%	62%
2,000	600	300	818	600	1,118	30%	56%
2,500	750	375	936	750	1,311	30%	52%
3,000	900	450	1,055	900	1,505	30%	50%
3,500	1,050	525	1,173	1,050	1,698	30%	49%
4,000	1,200	600	1,292	1,200	1,892	30%	47%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-4(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 65)
1.00% of FAS [1] at age 65)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 65	LAGERS BENEFIT [3] At 65	Estimated Social Security [2]	Estimated Monthly Total To 65	Estimated Monthly Total At 65	Percent of FAS To 65	Percent of FAS At 65
35 Years of Service:							
$1,500	$1,050	$525	$868	$1,050	$1,393	70%	93%
2,000	1,400	700	1,015	1,400	1,715	70%	86%
2,500	1,750	875	1,162	1,750	2,037	70%	81%
3,000	2,100	1,050	1,311	2,100	2,361	70%	79%
3,500	2,450	1,225	1,458	2,450	2,683	70%	77%
4,000	2,800	1,400	1,605	2,800	3,005	70%	75%
25 Years of Service:							
$1,500	$750	$375	$868	$750	$1,243	50%	83%
2,000	1,000	500	1,015	1,000	1,515	50%	76%
2,500	1,250	625	1,162	1,250	1,787	50%	71%
3,000	1,500	750	1,311	1,500	2,061	50%	69%
3,500	1,750	875	1,458	1,750	2,333	50%	67%
4,000	2,000	1,000	1,605	2,000	2,605	50%	65%
15 Years of Service:							
$1,500	$450	$225	$868	$450	$1,093	30%	73%
2,000	600	300	1,015	600	1,315	30%	66%
2,500	750	375	1,162	750	1,537	30%	61%
3,000	900	450	1,311	900	1,761	30%	59%
3,500	1,050	525	1,458	1,050	1,983	30%	57%
4,000	1,200	600	1,605	1,200	2,205	30%	55%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-5(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 62)
1.25% of FAS [1] at age 62)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 62	LAGERS BENEFIT [3] At 62	Estimated Social Security [2]	Estimated Monthly Total To 62	Estimated Monthly Total At 62	Percent of FAS To 62	Percent of FAS At 62
35 Years of Service:							
$1,500	$1,050	$656	$699	$1,050	$1,355	70%	90%
2,000	1,400	875	818	1,400	1,693	70%	85%
2,500	1,750	1,094	936	1,750	2,030	70%	81%
3,000	2,100	1,313	1,055	2,100	2,368	70%	79%
3,500	2,450	1,531	1,173	2,450	2,704	70%	77%
4,000	2,800	1,750	1,292	2,800	3,042	70%	76%
25 Years of Service:							
$1,500	$750	$469	$699	$750	$1,168	50%	78%
2,000	1,000	625	818	1,000	1,443	50%	72%
2,500	1,250	781	936	1,250	1,717	50%	69%
3,000	1,500	938	1,055	1,500	1,993	50%	66%
3,500	1,750	1,094	1,173	1,750	2,267	50%	65%
4,000	2,000	1,250	1,292	2,000	2,542	50%	64%
15 Years of Service:							
$1,500	$450	$281	$699	$450	$980	30%	65%
2,000	600	375	818	600	1,193	30%	60%
2,500	750	469	936	750	1,405	30%	56%
3,000	900	563	1,055	900	1,618	30%	54%
3,500	1,050	656	1,173	1,050	1,829	30%	52%
4,000	1,200	750	1,292	1,200	2,042	30%	51%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-5(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 65)
1.25% of FAS [1] at age 65)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 65	LAGERS BENEFIT [3] At 65	Estimated Social Security [2]	Estimated Monthly Total To 65	Estimated Monthly Total At 65	Percent of FAS To 65	Percent of FAS At 65
35 Years of Service:							
$1,500	$1,050	$656	$868	$1,050	$1,524	70%	102%
2,000	1,400	875	1,015	1,400	1,890	70%	95%
2,500	1,750	1,094	1,162	1,750	2,256	70%	90%
3,000	2,100	1,313	1,311	2,100	2,624	70%	87%
3,500	2,450	1,531	1,458	2,450	2,989	70%	85%
4,000	2,800	1,750	1,605	2,800	3,355	70%	84%
25 Years of Service:							
$1,500	$750	$469	$868	$750	$1,337	50%	89%
2,000	1,000	625	1,015	1,000	1,640	50%	82%
2,500	1,250	781	1,162	1,250	1,943	50%	78%
3,000	1,500	938	1,311	1,500	2,249	50%	75%
3,500	1,750	1,094	1,458	1,750	2,552	50%	73%
4,000	2,000	1,250	1,605	2,000	2,855	50%	71%
15 Years of Service:							
$1,500	$450	$281	$868	$450	$1,149	30%	77%
2,000	600	375	1,015	600	1,390	30%	70%
2,500	750	469	1,162	750	1,631	30%	65%
3,000	900	563	1,311	900	1,874	30%	62%
3,500	1,050	656	1,458	1,050	2,114	30%	60%
4,000	1,200	750	1,605	1,200	2,355	30%	59%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-8(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 62)
1.50% of FAS [1] at age 62)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 62	LAGERS BENEFIT [3] At 62	Estimated Social Security [2]	Estimated Monthly Total To 62	Estimated Monthly Total At 62	Percent of FAS To 62	Percent of FAS At 62
35 Years of Service:							
$1,500	$1,050	$788	$699	$1,050	$1,487	70%	99%
2,000	1,400	1,050	818	1,400	1,868	70%	93%
2,500	1,750	1,313	936	1,750	2,249	70%	90%
3,000	2,100	1,575	1,055	2,100	2,630	70%	88%
3,500	2,450	1,838	1,173	2,450	3,011	70%	86%
4,000	2,800	2,100	1,292	2,800	3,392	70%	85%
25 Years of Service:							
$1,500	$750	$563	$699	$750	$1,262	50%	84%
2,000	1,000	750	818	1,000	1,568	50%	78%
2,500	1,250	938	936	1,250	1,874	50%	75%
3,000	1,500	1,125	1,055	1,500	2,180	50%	73%
3,500	1,750	1,313	1,173	1,750	2,486	50%	71%
4,000	2,000	1,500	1,292	2,000	2,792	50%	70%
15 Years of Service:							
$1,500	$450	$338	$699	$450	$1,037	30%	69%
2,000	600	450	818	600	1,268	30%	63%
2,500	750	563	936	750	1,499	30%	60%
3,000	900	675	1,055	900	1,730	30%	58%
3,500	1,050	788	1,173	1,050	1,961	30%	56%
4,000	1,200	900	1,292	1,200	2,192	30%	55%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-8(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 65)
1.50% of FAS [1] at age 65)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 65	LAGERS BENEFIT [3] At 65	Estimated Social Security [2]	Estimated Monthly Total To 65	Estimated Monthly Total At 65	Percent of FAS To 65	Percent of FAS At 65
35 Years of Service:							
$1,500	$1,050	$788	$868	$1,050	$1,656	70%	110%
2,000	1,400	1,050	1,015	1,400	2,065	70%	103%
2,500	1,750	1,313	1,162	1,750	2,475	70%	99%
3,000	2,100	1,575	1,311	2,100	2,886	70%	96%
3,500	2,450	1,838	1,458	2,450	3,296	70%	94%
4,000	2,800	2,100	1,605	2,800	3,705	70%	93%
25 Years of Service:							
$1,500	$750	$563	$868	$750	$1,431	50%	95%
2,000	1,000	750	1,015	1,000	1,765	50%	88%
2,500	1,250	938	1,162	1,250	2,100	50%	84%
3,000	1,500	1,125	1,311	1,500	2,436	50%	81%
3,500	1,750	1,313	1,458	1,750	2,771	50%	79%
4,000	2,000	1,500	1,605	2,000	3,105	50%	78%
15 Years of Service:							
$1,500	$450	$338	$868	$450	$1,206	30%	80%
2,000	600	450	1,015	600	1,465	30%	73%
2,500	750	563	1,162	750	1,725	30%	69%
3,000	900	675	1,311	900	1,986	30%	66%
3,500	1,050	788	1,458	1,050	2,246	30%	64%
4,000	1,200	900	1,605	1,200	2,505	30%	63%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-10(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 65)
1.60% of FAS [1] at age 65)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 65	LAGERS BENEFIT [3] At 65	Estimated Social Security [2]	Estimated Monthly Total To 65	Estimated Monthly Total At 65	Percent of FAS To 65	Percent of FAS At 65
35 Years of Service:							
$1,500	$1,050	$840	$868	$1,050	$1,708	70%	114%
2,000	1,400	1,120	1,015	1,400	2,135	70%	107%
2,500	1,750	1,400	1,162	1,750	2,562	70%	102%
3,000	2,100	1,680	1,311	2,100	2,991	70%	100%
3,500	2,450	1,960	1,458	2,450	3,418	70%	98%
4,000	2,800	2,240	1,605	2,800	3,845	70%	96%
25 Years of Service:							
$1,500	$750	$600	$868	$750	$1,468	50%	98%
2,000	1,000	800	1,015	1,000	1,815	50%	91%
2,500	1,250	1,000	1,162	1,250	2,162	50%	86%
3,000	1,500	1,200	1,311	1,500	2,511	50%	84%
3,500	1,750	1,400	1,458	1,750	2,858	50%	82%
4,000	2,000	1,600	1,605	2,000	3,205	50%	80%
15 Years of Service:							
$1,500	$450	$360	$868	$450	$1,228	30%	82%
2,000	600	480	1,015	600	1,495	30%	75%
2,500	750	600	1,162	750	1,762	30%	70%
3,000	900	720	1,311	900	2,031	30%	68%
3,500	1,050	840	1,458	1,050	2,298	30%	66%
4,000	1,200	960	1,605	1,200	2,565	30%	64%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-14(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS [1] to age 65)
1.75% of FAS [1] at age 65)

Final Average Salary (FAS) [1]	LAGERS BENEFIT [3] To 65	LAGERS BENEFIT [3] At 65	Estimated Social Security [2]	Estimated Monthly Total To 65	Estimated Monthly Total At 65	Percent of FAS To 65	Percent of FAS At 65
35 Years of Service:							
$1,500	$1,050	$919	$868	$1,050	$1,787	70%	119%
2,000	1,400	1,225	1,015	1,400	2,240	70%	112%
2,500	1,750	1,531	1,162	1,750	2,693	70%	108%
3,000	2,100	1,838	1,311	2,100	3,149	70%	105%
3,500	2,450	2,144	1,458	2,450	3,602	70%	103%
4,000	2,800	2,450	1,605	2,800	4,055	70%	101%
25 Years of Service:							
$1,500	$750	$656	$868	$750	$1,524	50%	102%
2,000	1,000	875	1,015	1,000	1,890	50%	95%
2,500	1,250	1,094	1,162	1,250	2,256	50%	90%
3,000	1,500	1,313	1,311	1,500	2,624	50%	87%
3,500	1,750	1,531	1,458	1,750	2,989	50%	85%
4,000	2,000	1,750	1,605	2,000	3,355	50%	84%
15 Years of Service:							
$1,500	$450	$394	$868	$450	$1,262	30%	84%
2,000	600	525	1,015	600	1,540	30%	77%
2,500	750	656	1,162	750	1,818	30%	73%
3,000	900	788	1,311	900	2,099	30%	70%
3,500	1,050	919	1,458	1,050	2,377	30%	68%
4,000	1,200	1,050	1,605	1,200	2,655	30%	66%

[1] "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

[2] "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit and is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2013 - it does not include any amounts which might be payable to an eligible spouse or children.

[3] Amounts are shown to nearest $1, for simplicity; actual amounts are to nearest 1¢.

GRS

Gabriel Roeder Smith & Company
Consultants & Actuaries

One Towne Square
Suite 800
Southfield, MI 48076-3723

248.799.9000 phone
248.799.9020 fax
www.gabrielroeder.com

October 10, 2013 E-mail

Mr. Keith Hughes
Executive Secretary
Missouri Local Government
Employees Retirement System
P.O. Box 1665
Jefferson City, Missouri 65102

Dear Keith:

Enclosed is the report of the February 28, 2013 Supplemental Actuarial Valuation of LAGERS benefits for the employees of:

The City of Joplin

Sincerely,

Mita D. Drazilov

Mita D. Drazilov

MDD:rmg
Enclosures

EMERGENCY ORDINANCES

City of **JOPLIN** City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: October 21, 2013

ITEM: Council Bill No. 2013-016 approving a Tax Increment Financing Funding Agreement by and between Four State Homes, LLC., the Tax Increment Financing Commission, and the City of Joplin, authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2013-016; Exhibit "A" – TIF Funding Agreement

DEPARTMENT HEAD:	Brian W. Head	Date: 10-16-2013
FINANCE DEPARTMENT:	Leslie Haase	Date: 10-16-13
CITY MANAGER:	R. Mark Rohr	Date: 10-16-13
PLANNNG/COMM.DEV:	Troy Bolander	Date: 10-16-13

INTRODUCTION:

This Council Bill approves a Tax Increment Financing Funding Agreement by and between Four State Homes, LLC., the Tax Increment Financing Commission, and the City of Joplin.

DISCUSSION:

The attached Council Bill approves an agreement between the City, Four State Homes and the TIF Commission relating to the proposed Tax Increment Finance District located near the intersection of I-44 and Rangeline at the area previously known as the Silver Creek Galleria. Approval of this Agreement in no way binds either the Council, the TIF Commission or any other taxing jurisdiction to ultimately approve the TIF. This Agreement simply establishes the process whereby the City can be paid for required legal work and beginning the necessary due diligence to determine the validity of economic assumptions included in the plan.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

BWH:ab
attachments

COUNCIL BILL NO. 2013-016 ORDINANCE NO.

AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Four State Homes, LLC., the Tax Increment Financing Commission of Joplin, Missouri, and the City of Joplin, Missouri; authorizing the Mayor to execute said Agreement 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 Tax Increment Financing Funding Agreement by and between Four State Homes, LLC., the Tax Increment Financing Commission of Joplin, Missouri, and the City of Joplin, Missouri, a copy of the same being attached hereto as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the Mayor is hereby authorized to execute said Agreement on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with public improvements is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this _____ day of _____, by Four State Homes, LLC (the "Company"), the TAX INCREMENT FINANCING COMMISSION OF JOPLIN, MISSOURI (the "Commission") and the CITY OF JOPLIN, MISSOURI (the "City").

RECITALS

A. The Commission was created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), and under Ordinance No. _____, adopted by the City Council of the City. The principal office of the Commission is located at City Hall, 602 South Main Street, Joplin, Missouri 64801.

B. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at the City Hall, 602 South Main Street, Joplin, Missouri 64801.

C. The Company is a Limited Liability corporation engaged in the business of Building Construction with offices at 620 McConnell, Joplin, MO .

D. The Commission has been requested by the Company to prepare or consult on the preparation of a tax increment financing plan (the "Plan") within the City, and to consider the Plan in accordance with the Act and, if such Plan is approved by the City, to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time; legal, fiscal, planning consultants; direct out-of-pocket expenses and other costs resulting from, services rendered to Company to review, evaluate, process and consider applications for tax increment financing assistance authorized by the Act.

F. If the Company's Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocation Fund pursuant to 99.845 RSMo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The Commission and/or the City shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act;

b. If the Commission recommends approval of the Plan, provide necessary staff and legal assistance to prepare and present the required ordinances to the City Council of the City.

c. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan;

d. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The Commission acknowledges receipt of Fifteen Thousand Dollars ($15,000.00) (the "Deposit") from the Company, _____ _____ Dollars ($_____) of which is a non-refundable administrative fee. The Commission shall disburse the balance of the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance available from which additional disbursements may be made as required.

3. Additional Funding. The Commission and City shall submit one combined itemized statement for staff time, other administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Such statements shall be submitted no more often than monthly. The Company shall pay the Commission the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the Commission and City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 6.a. Company shall supply the Additional Funds in a timely manner so that Commission and City activities may continue without interruption.

4. Disbursement of Funds.

a. The Commission shall disburse the Funds and Additional Funds for reimbursement for staff time and other administrative costs to the City on or before the thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at

$250/meeting and, upon appropriate itemization, staff time and expenses. In addition, the Commission and/or City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the Commission and/or City may terminate this Agreement, and any other agreement between the parties, at their sole discretion upon ten (10) days written notice to the Company. Termination by either the Commission or the City shall also terminate the duties and obligations of the other with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the Commission and/or City shall retain the Funds and Additional Funds, if any, necessary to reimburse their outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the Commission and City may terminate any other agreement between the parties and shall retain the Funds and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Funds and Additional Funds are insufficient to reimburse the Commission and the City for its outstanding expenses payable hereunder, the Company shall reimburse the Commission and/or City as set forth in Section 3.

7. Subsequent Redevelopers. In the event the Commission or City selects another redeveloper pursuant to a request for proposals to carry out the Plan, the Commission and/or City shall require the subsequent redeveloper to assume all obligations of the Company under this Agreement as of the date it is designated as redeveloper and to reimburse the Company for its expenditures hereunder.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the Commission and/or the City:

Community Development Department Director
Tax Increment Financing Commission of Joplin, Missouri
602 South Main Street

Joplin, Mo. 64801

With a copy to:

City Attorney
602 South Main Street
Joplin, Mo. 64801

To the Company:

Four State Homes, LLC
620 McConnell
Joplin, MO 64801

With a copy to:

Baird, Lightner, Millsap & Harpool, PC
Attn: Paul Link
1901 S. Ventura Ave., Building C
Springfield, MO 65804

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

TAX INCREMENT FINANCING COMMISSION
OF JOPLIN, MISSOURI

By: _____
Its: Chairperson

Attest:

By: _____
Its: Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20___, before me, _____, a Notary Public in and for said State, personally appeared _____, Chairperson of the Tax Increment Financing Commission of Joplin, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said Commission and such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

Notary Public

My Commission Expires:

_____

CITY OF JOPLIN, MISSOURI

By: _____
Its: Mayor

Attest:

By: _____
Its: City Clerk

Approved as to form:

_____
Legal Counsel

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20___, before me, _____, a Notary Public in and for said State, personally appeared _____, Mayor of the City of Joplin, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

Notary Public

My Commission Expires:

_____

Four State Homes, LLC

By: Charles F Kuehn III

Its: Managing Member

Attest:

By: _____

Its: _____

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 23rd day of September, 2015 before me, a notary public, appeared Charles F Kuehn III and _____ to be personally known, who being by me duly sworn, did say that they are the Member _____ and the _____ respectively of Four State Homes, LLC _____, a _____ corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Member acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Elizabeth Ann Black
Notary Public

My Commission Expires:

Sept. 29. 2015

ELIZABETH ANN BLACK
Notary Public - Notary Seal
State Of Missouri, Newton County
Commission # 11450883
My Commission Expires: 09/29/2015

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-222

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

Attachments: 1) Bid Tabulations
2) Council Bill No. 2013-222

Operations Planning: Lynden Lawson	Date: 10/10/2013
Department Head: Nick Heatherly	Date: 10/10/2013
Finance Department: Leslie Haase	Date: 10-16-13
City Attorney: Brian Head	Date: 10-16-13
City Manager: Mark Rohr	Date: 10-16-13

Recommended Action: Approval of the purchase of a Dump Truck with Spreader and Snow Plow for the Street Maintenance Division.

Background: Following the approval of the FY 2012-2013 Operating Budget by the Council, requests for bids were publically announced for a dump truck with spreader and snow plow to be utilized in the Street Maintenance Division.

Discussion: One bid was received for the dump truck with spreader and snow plow, with the lowest bid presented by Diamond International of Joplin, in the amount of $160,383.36. The equipment as bid meets the specifications requested by the Public Works Department. There is no trade in for this piece of equipment. The bid price is within estimate and below budgeted amount of $165,645.00.

Recommendation: It is recommended that the City accept the bid as described for the purchase of the dump truck with spreader and snow plow.

COUNCIL BILL NO. 2013-222 ORDINANCE NO.

AN ORDINANCE approving the Purchase Order with Diamond International of Joplin, in the amount of One Hundred Sixty Thousand Three Hundred Eighty Three and 36/100 Dollars ($160,383.36), in the City of Joplin, Missouri; and containing and emergency clause.

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

Section 1. Approve the Purchase Order with Diamond International of Joplin, in the amount of One Hundred Sixty Thousand Three Hundred Eighty Three and 36/100 Dollars ($160,383.36) in the City of Joplin, Missouri.

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

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

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

_____, 2013, by a _____ vote.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Bid For:	Dump Truck with Spreader & Snow Plow	AWARDED	
Closing Date	8/22/2013	BID PRICE	$160,383.30
Closing Time	2:00 P.M.	DEPT	Street Maintenance
		BID OPENED BY :	D. Smith & J Schaller

Company	Diamond International
Location	2800 S. Davis Blvd
	Joplin, MO 64804
Salesperson	Mike Hicks
Telephone	417-781-2766
Bid Price/ Delivered	$160,383.30
Manufacturer	International
Model	7500 SBA 6 X 4
Year	2014

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 21, 2013

Item: COUNCIL BILL NO. 2013-234
Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Council Bill No. 2013-234
2) Copy of Agreement

Sewer Treatment: Lynden Lawson LDL	Date: Oct 10, 2013
Department Head: Nick Heatherly	Date: 10/10/13
Finance Department: Leslie Haase	Date: 10-15-13
City Attorney: Brian Head	Date: 10-15-13
City Manager: R. Mark Rohr RMR	Date: 10-15-13

Recommended Action: Approval of Agreement by and between the City of Joplin and Burns & McDonnell Engineering Company, Inc. to conduct a Wastewater Rate Study.

Summary: Burn & McDonnell Engineering Company, Inc. has submitted a scope of work to be completed for the Wastewater Treatment Future Needs Study. The staff requests for Burns & McDonnell Engineering Company, Inc. to proceed in the first week of November and will have the final report completed by May 30, 2014. This rate study will determine the correct course of action in addressing the City's future wastewater needs. This will provide a baseline in determining the wastewater rates for five years starting in 2015-2019.

Burns & McDonnell have been requested to provide the consultation by the staff because of their professional services in doing the past two studies for the city. The consultant's fee is based on an hourly rate and expenses not to exceed $39,900.00, which is being provided by City funds. The cost of this study is comparable with industry standards, and the cost quoted is within the City's allocated budget. This quote is less than the amount the city paid for the last rate study fulfilled by Burns & McDonnell.

The consultant projects completion in 6 months.

Staff recommends execution of the agreement.

COUNCIL BILL NO. 2013-234 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement for professional engineering services by and between the City of Joplin, Missouri, and Burns & McDonnell Engineering Company, Inc., to conduct a wastewater rate study; authorizing the Director of Public Works to execute said Agreement 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 agreement for professional engineering services by and between the City of Joplin, Missouri, and Burns & McDonnell Engineering Company, Inc, a true and accurate copy of the same being attached hereto and incorporated here in as Exhibit "A", be and the same is hereby approved.

Section 2. That the Director of Public Works of the City of Joplin is authorized to execute said agreement by and on behalf of the City of Joplin.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Burns & McDonnell
SINCE 1898

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Wastewater Cost of Service and Rate Study

Client: City of Joplin, MO

Client Signature: _____

B&McD Senior VP: _____

1. SCOPE OF SERVICES
For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in Attachment 1. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD
A. Compensation will be as stated in Attachment 2. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE
A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of $1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of $1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION
A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD/s negligence.

5. PROFESSIONAL RESPONSIBILITY– LIMITATION OF REMEDIES
A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed $100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE
The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS
Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS
A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS
A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary

Date of Letter, Proposal, or Agreement: August 23, 2013

rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS
Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results ere opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION
In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES
A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES
Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION
Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION
A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES
A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW
This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT
BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT
These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY
Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Initial Data Request

Initial Data Request

Listed below are the key data sets anticipated for the wastewater financial planning, cost of service and rate study.

While this list is intended to be comprehensive, during the conduct of the study, it is possible that additional data may be requested. Information available in electronic format is preferred over hard copy. If information is obtainable from the City's website, a link directing the project team to that data is acceptable.

Financial Reports

1. Audited financial statements for the last 3 years
2. Year-to-date financial statements as may be available
3. Detailed operation and maintenance expenses for the last 3 years
4. A summary of historical revenues for the last 3 years, including user charges, interest income, miscellaneous fees, and other revenues as appropriate
5. Most recent annual budget and any operating budget projections available
6. Existing debt and loan payment schedules
7. Official Statement for most recent bond issue, if applicable
8. The most recent 5-year capital improvement plan
9. Beginning operating and capital fund balances at the start of the most recent fiscal year
10. A spreadsheet or report of itemized fixed assets including account number, description, original cost, accumulated depreciation, annual depreciation, and net book value. The total values should tie to values included in the most recently audited financial statements.
11. Basis for determination of transfers to General Fund, if applicable
12. Financial policies or targets such as debt service coverage ratios, reserve balances, etc as applicable

Billing and Rate Information

13. Current rate schedules
14. A summary of customer accounts, billed wastewater volumes, and revenues by class and meter size for the last three years
15. Three years of monthly billing history for excess strength / monitored customers, including billed volume and strength quantities and related revenues
16. Any special rate/service contracts terms and conditions, as applicable

Operating Reports

17. Average monthly flow treated at the wastewater treatment plant(s) over the last three years, and average monthly strength loadings (mg/l BOD and SS) of the influent wastewater
18. Any estimates of historical infiltration/inflow amounts as may be available
19. Amount of wastewater utility resources (labor, equipment, etc) involved in industrial monitoring or high strength management

Attachment 1 – Work Plan

Project Understanding

Burns & McDonnell proposes to provide the professional consulting services required by the City of Joplin, Missouri (the City) to conduct a comprehensive cost of service and rate design study for the City's wastewater utility. The proposed scope of work described herein is based substantially on the most recent study completed in 2008/2009.

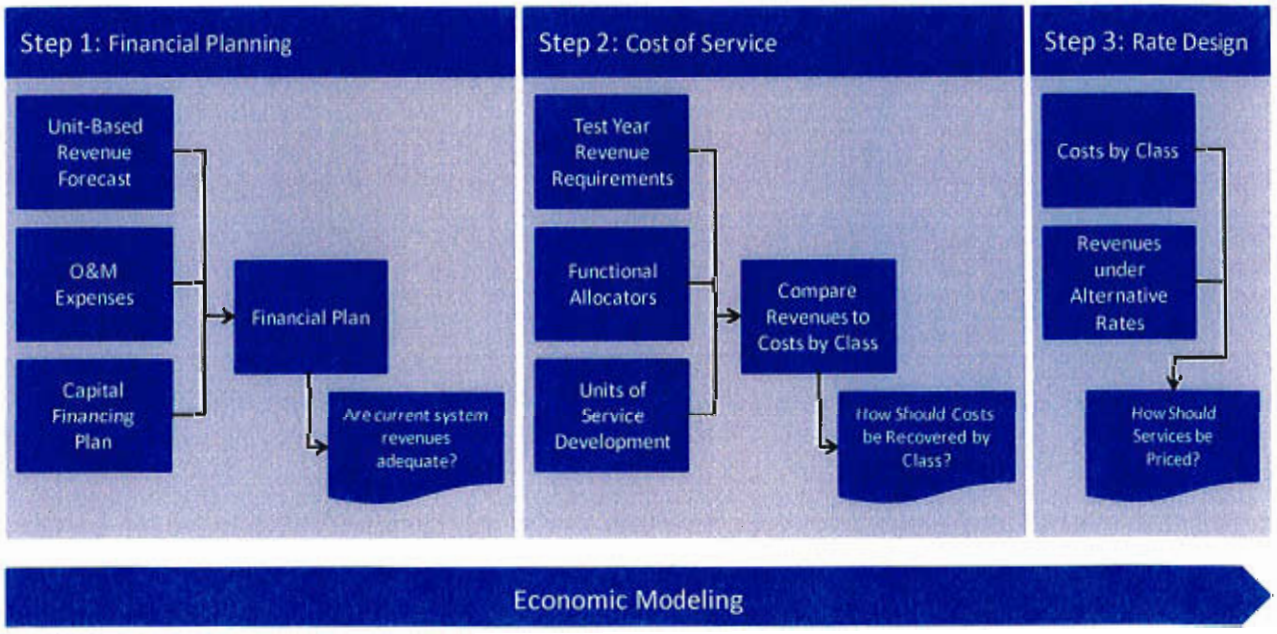
The objectives of the proposed wastewater rate study include:

1. Provide the City with a structure of recommended sewer charges that will support the financial viability of the system into the future.
2. Provide the system with sufficient revenues to meet infrastructure replacement needs and other operating and capital cost requirements.
3. Distribute costs equitably among the different customer classes.
4. Promote efficient use of the City's resources.

Our Approach to Municipal Wastewater Utility Rate Studies

At its most basic level, Burns & McDonnell's rate studies are designed to create a financial roadmap to prudently plan for funding requirements, to defensibly and equitably recover costs, and to implement rate adjustments that achieved utility policy goals and objectives.

Our approach to executing utility rate studies is grounded in the principles established by the Water Environment Federation (WEF) *Financing and Charges for Wastewater Systems*. The three step approach that we follow aligns with industry standards and is depicted below. This approach has been utilized by Burns & McDonnell in completing municipal wastewater utility rate studies across the country and will serve as a solid basis for the execution of the City's desired wastewater rate study.



The key stages of the study include financial planning, cost of service analysis, and rate design.

Financial Plan: A forecast of net revenues to determine the adequacy of revenues provided by existing and planned rates for a five-year forecast period. This forecast should include projections of annual revenues under existing and planned user charges and the annual revenue requirement, including all operating expenses, capital requirements, and debt service requirements.

Prior to finalization of the financial plan, the preliminary forecast will be provided to City staff for assessment of estimated impacts on the cash flow of the utility. Based on this internal analysis, appropriate revisions to the forecast assumptions will be discussed and incorporated into the final financial plan and cash flow analysis.

Cost of Service Analysis: A cost of service analysis will be completed to identify the relative responsibility of each rate classification for the recovery of the costs of service.

Rate Evaluation and Design: Rate schedules will be developed to provide equitable revenue recovery at levels sufficient to cover the projected system revenue requirements. The rate schedules will take into consideration the revenue responsibility indicated by the cost of service analysis and the City's rate design policies and objectives.

The remainder of this section provides the proposed scope of services.

Task 1 – Initiate Project

The objective of Task 1 is to initiate the study.

An initial data request may be found at the end of this section to identify the information desired to start the study. Requested data is intended to address relevant current financial and operating information including billing summaries, most recently approved budgets, capital improvement plans, covenants associated with existing debt, formal financial policies or goals, fixed asset data, system operating information, and annual financial reports. The request for data is designed to be comprehensive; however, additional information may be requested as the project proceeds.

Task 1.1 – Conduct Project Kick-off Meeting

Burns & McDonnell will initiate the project by conducting a project kick-off meeting at the City's offices. This meeting will provide the opportunity for Burns & McDonnell to meet with key utility staff and gain further understanding of the wastewater utility systems. It will also allow Burns & McDonnell and the City to discuss the project approach, the various issues to be addressed, and the initial data and information requested. During the meeting, we will work with the City to finalize the study goals, objectives, and timeline that will result in completion of all tasks and deliverables in accordance with the City's needs.

Task 1 Deliverables and Meetings:

- Formal Meeting: Project Kick-off at City offices

Task 2 – Financial Planning

The objective of Task 2 is to develop a five year financial plan that adequately funds the operating and capital requirements, complies with financial management policies, and provides a defensible and implementable plan for the utility to move forward.

Burns & McDonnell will develop the five year financial forecast of the wastewater utility operating results. This will determine whether revenues under current rates can be expected to provide adequate funding for future utility operating and capital costs. The results of this financial forecast will be utilized to define the target annual revenue requirements for the wastewater services.

Task 2.1 – Prepare Revenue Forecast

Projected annual utility service revenues under existing and planned user charges and rates will be developed. Burns & McDonnell will review historical growth in the number of customers by class and then forecast the annual number of customers for each utility rate class for each year of the forecast period.

Burns & McDonnell will assess trends in billable flow per account for each customer class. Based on the volume analysis and other available information, Burns & McDonnell will estimate the future billable flow per customer for each rate class. The estimates of the annual number of customers and the annual billable flow per customer will provide the basis for forecasting annual billed volumes over the study period. The existing schedules of wastewater rates will be applied to the projected billable flow and the estimated numbers of customers to develop forecasted annual wastewater revenues under existing rates for the forecast period.

Burns & McDonnell will also develop projections of revenues from other existing sources, which may include interest income, penalties, tap fees and other miscellaneous income sources.

Task 2.2 – Project Capital Flow of Funds

Burns & McDonnell will review the capital improvement plan (CIP) and develop a capital planning flow of funds. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include issuance of proposed bonds, loans, connection fees, existing balances, and other sources as applicable. Uses of funds will include the CIP, cost of debt as applicable, and other costs as identified through consultation with the City.

Task 2.3 – Project Operating Revenue Requirements

Projections of annual system operation and maintenance expenses will be developed based on variables that may include projected billed volumes, historical expense levels, existing budgets, inflation estimates, and the input of City staff regarding any planned changes to the operation and maintenance of the utility system.

Annual debt service requirements on any outstanding debt will be included in the operating forecast. To the extent additional financing of expected capital improvements is indicated to be required in Task 2.2, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e. debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered.

Projections of any other wastewater system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures often include transfers or routine capital expenditures.

Task 2.4 – Review and Finalize Operating Cash Flow

Burns & McDonnell will summarize the annual forecasts of the wastewater utility revenues from Task 2.1, as well as the projected operating requirements from Task 2.3 in the form of pro-forma cash flow analyses for the sewer utility. This analysis will identify any annual operating surplus or deficit anticipated during the study period. The total projected annual surplus or deficit will provide an indication of whether the existing rates will generate sufficient revenues to cover the utility's costs for each year of the forecast period and whether an overall revenue adjustment is necessary.

Burns & McDonnell will review the preliminary forecast results with the City at a meeting at the City offices. During this meeting, Burns & McDonnell will review assumptions and results for each component of the cash flow forecast. Following the meeting, the forecast will be updated to reflect applicable feedback received by the City.

Task 2 Deliverables and Meetings:

- Deliverables: Five Year Wastewater Operating & Capital Funding Plans
- Formal Meeting: Meeting at City Offices to Review and Finalize Cash Flow

Task 3 – Cost of Service Analysis

The objective of Task 3 is to determine the cost of service based on the revenue requirements developed in Task 2, and to subsequently determine each customer class' responsibility in recovering that cost of service.

The information contained in the financial forecasts developed in Task 2 will be used to determine the corresponding annual revenue requirements. Burns & McDonnell will create a cost of service analysis that will equitably allocate the overall revenue requirements to customer classes utilizing the cash basis. An examination of wastewater treatment costs for allocation to the extra strength components of BOD and suspended solids will be conducted. The development of the allocated class cost of service will be consistent with industry standards as promulgated by WEF.

Task 3.1 – Determine Utility Cost Assignments

Burns & McDonnell will functionalize and assign each category of the wastewater system's costs to applicable utility functions. Functions for the wastewater system may include flow, strength, customer accounts, etc.

Task 3.2 – Allocate Functional Costs to Classes

Service requirements for each customer class will be estimated for each of the utility cost functions. Unit costs will be applied to each customer class units to assign costs from Task 3.1 to customer classes in accordance with the service provided.

Task 3.3 – Revenue and Cost of Service Comparison

Burns & McDonnell will prepare a comparison of the allocated cost of service results with the projections of revenues under existing rates by class to identify the degree to which existing rates create inequities in the recovery of costs among the rate classes.

Task 3.4 – Review Cost of Service Results

Burns & McDonnell will review the cost of service results with the City to discuss appropriate rate strategies and methodologies before proceeding with the rate evaluation and design.

Task 3 Deliverables and Meetings:

- Deliverables: Wastewater Cost of Service Allocation to Customer Classes
- Formal Meeting: Conference Call to Review Cost of Service Results

Task 4 – Development of Proposed Rates

The objective of Task 4 is to develop proposed rates that meet the needs and objectives of the utility.

Burns & McDonnell will assess the existing rate structure for its performance, overall equity, and ability to meet City objectives for future wastewater rates. Burns & McDonnell will take into consideration alternative rate structures from our experience with other sewer utilities. Where appropriate, recommendations will be offered for modifications to the existing rate structure to improve the alignment with City goals and objectives.

Burns & McDonnell will prepare a comparison of typical bills under both the existing and the proposed rates for each customer class. Additionally, a comparison of typical residential bills will be provided with up to seven other utilities. Comparison utilities will be determined in consultation with the City.

Attachment 1 – Work Plan
(continued)

Task 4 Deliverables and Meetings:

- Deliverables: Proposed Wastewater Rates
  Typical Bill Comparison
- Formal Meeting: Conference Call to Review Rate Design

Task 5 – Deliver Study Results

Burns & McDonnell will summarize the study results in a preliminary report for review by City staff. Two hard copies of the draft report will be provided. The report will include recommendations, to be followed by a description of the analysis completed and identification of the key inputs, assumptions, methodology, and results of the study. The draft report will present the financial forecasts, cost-of-service analyses, and rate designs in tabular form.

Burns & McDonnell will discuss the results of the study in a conference call with City staff. Based upon comments and input from the City, Burns & McDonnell will revise the final report, as appropriate, and will provide ten copies of the final report to the City. An electronic copy of the report will also be provided in Adobe PDF format.

Following the finalization of the study report, Burns & McDonnell will participate in a presentation of the study results to the City Council to explain the details of the report, to answer questions, and to discuss Burns & McDonnell recommendations.

Task 5 Deliverables and Meetings:

- Deliverables: Draft and Final Report, two and ten hard copies respectively
- Formal Meeting: Conference Call to Review Draft Report
  One Public Work Sessions with City Council

Project Schedule

It is our understanding that wastewater rates will be developed for implementation on January 1 of each year from 2015 through 2019. For a January 1, 2014 implementation, the study needs to be concluded by October 2014. Based on this understanding, we propose initiating the study in January of 2014 with a targeted completion of July 2014. These milestones allow for some flexibility should additional time be needed. Burns & McDonnell is prepared to complete the work on this Study within a schedule acceptable to the City. This schedule can be accelerated or modified to meet specific requirements if so desired by the City.

We believe the proposed schedule is adequate to complete a thorough study, provide the City with sufficient opportunity to review preliminary project results, and maintain close client/consultant interaction and communication.

The schedule on the following page illustrates the timing of tasks as described in our proposed Scope of Work. This schedule assumes a start date in mid-January 2014.

City of Joplin, Missouri
Wastewater Cost of Service and Rate Design Study

Proposed Work Schedule

	January					February				March					April				May				June					July			
Week of:	1/1	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/3	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28
Project Week:			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Notice to Proceed	★																														
Task 1 Initiate Project			●																												
Task 2 Financial Planning									●																						
Task 3 Cost of Service Analysis																															
Task 4 Development of Proposed Rates																															
Task 5 Deliver Study Results																								▲					○		

(a) Milestones to be finalized at project kickoff, including on-site meetings and the Council presentation.

Key:
Notice to Proceed ★ Length of Task ▬ On Site Meetings ●
Project Review Meeting ▭ Draft / Final Report ▲/▲ Council Presentation ○

Burns & McDonnell SINCE 1898

Attachment 2 - Compensation

Proposed Level of Effort and Fee

Burns & McDonnell proposes to provide professional consulting services to execute the Wastewater Cost of Service and Rate Design Study. Based on the scope of services in our proposal, we propose to perform such services for an estimated fee of $39,900. This estimate includes two meetings on City premises for project initiation and review of deliverables, a draft and final report of results, and a presentation of results to City Council. Fees for services are based on time and expenses associated with services provided.

Burns & McDonnell anticipates billing the City on a monthly basis for the fees and expenses incurred for the study. A statement will be provided with each monthly invoice indicating the work that was completed and covered by the charges on the corresponding invoice. Any additional work requested by the City beyond that outlined in the scope of services and completed by Burns & McDonnell personnel will be billed on an hourly fee plus expense basis. Prior to initiating any additional tasks, a mutually agreeable scope and level of effort will be determined.

A breakdown of the estimated costs is shown in the table below. This estimate includes direct expenses including travel, technology, and all other directly related costs.

City of Joplin, MO
Wastewater Rate Study

	Labor Hours							
	Task 1	Task 2	Task 3	Task 4	Task 5			
	Initiate Project	Financial Planning	Cost of Service Analysis	Development of Proposed Rates	Deliver Study Results	Estimated Total Hours	Total Labor & Expense	Hourly Rate
							$	$
Consultant								
Ted Kelly		4	2	2	4	12	$ 2,568	$ 214
Dave Naumann	8	18	44	8	12	90	$ 17,280	$ 192
Gerron Blackwell			2	2	2	6	$ 936	$ 156
Paul Frauen		32	32	16	8	88	$ 10,120	$ 115
Steve Yonker	8	8	4		8	28	$ 5,992	$ 214
Total Hours and $	**16**	**62**	**84**	**28**	**34**	**224**	**$ 36,896**	**$ 165**
Direct Expenses [1]							$ 3,004	
Total Project Fees							**$ 39,900**	

[1] Direct Expenses include travel, technology, and all other directly related costs.

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

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-243,244,245,246,247, & 248
Item: Acquisition by Condemnation Proceedings for 20th Street and Michigan Avenue Grade Separation Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Maps
2) Council Bill No. 2013-243,244,245,246,247 & 248

Engineering Department: Dave Hunt DwH — Date: 10-11-13
Department Head: Nicholas Heatherly — Date: 10/11/13
Finance Department: Leslie Haase — Date: 10-15-13
City Attorney: Brian W. Head — Date: 10-15-13
City Manager: Mark Rohr RM — Date: 10-17-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings for the 20th Street Grade Separation Project.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

At this time the City has been unable to reach an agreement with the following property owners:

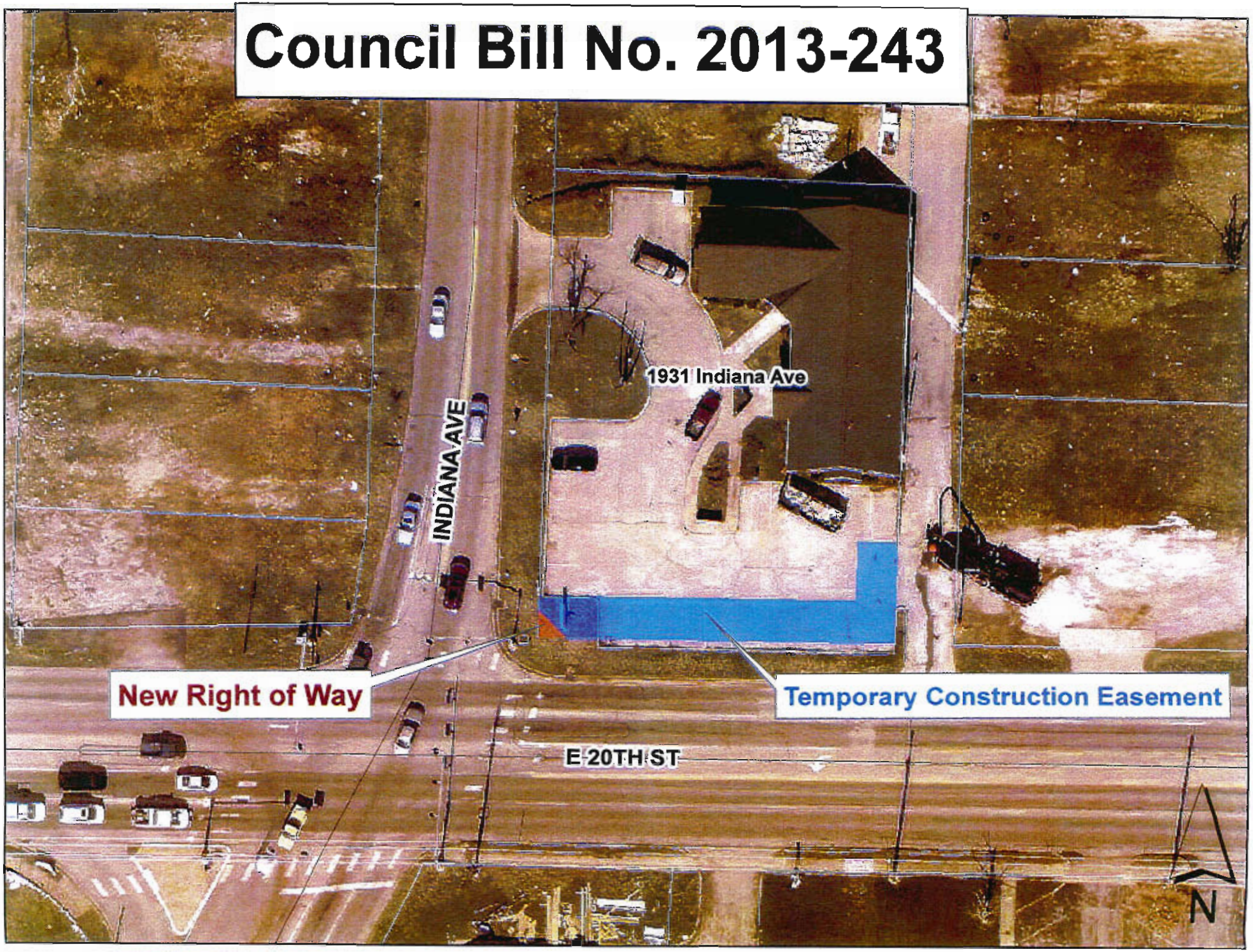
CB 2013- 243	Richard and Debora Reed –	1931 Indiana Avenue
CB 2013-244	Charles F. Burt Trust -	1021 E. 20th Street
CB 2013-245	Randal and Shelly Kraft -	2001 Wisconsin Avenue
CB 2013-246	Melvin Formby -	1901 New Hampshire
CB 2013-247	Hampshire Terrace II LP -	2021 Hampshire Terrace
CB 2013-248	M&B Annex LLC -	1101 E. 20th Street

In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented written offers to the listed property owners based on professional appraisals prepared for the City of Joplin. At this time those offers of compensation have not been accepted. In order to comply with the restrictive timeline dictated by the Federal Highway Administration, City staff would like authorization to initiate condemnation proceedings.

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

Council Bill No. 2013-243



COUNCIL BILL NO. 2013-243 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lot Numbered One Hundred Thirty-Three (133), in Campbell's Sixth Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Richard and Debora Reed are the legal owners of Lot Numbered One Hundred Thirty-Three (133), in Campbell's Sixth Addition in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for the 20th Street grade separation project at Michigan Avenue and;

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

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by Richard and Debora Reed for the 20th Street grade separation project according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way

THAT PART OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN CAMPBELL'S SIXTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NUMBERED ONE HUNDRED THIRTY-THREE (133); THENCE N02°01'25"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 133;
THENCE S43°29'46"E, 14.02 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 133; THENCE N89°00'58"W, 10.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 50 SQUARE FEET MORE OR LESS.

Temporary Construction Easement:

THAT PART OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN CAMPBELL'S SIXTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT NUMBERED ONE HUNDRED THIRTY-THREE (133);THENCE N02°01'25"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 133, TO THE POINT OF BEGINNING; THENCE CONTINUING N02°01'25"E, 5.00 FEET; THENCE S89°00'58"E, 107.02 FEET; THENCE N02°01'25"E, 20.00 FEET; THENCE S89°00'58"E, 13.00 FEET; THENCE S02°01'25"W, 35.01 FEET, ALONG THE EAST LINE OF SAID LOT 133; THENCE N89°00'58"W, 110.02 FEET, ALONG THE SOUTH LINE OF SAID LOT 133; THENCE N43°29'46"W, 14.02 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 2010 SQUARE FEET MORE OR LESS. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT.

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

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

COUNCIL BILL NO. 2013-243 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-243,244,245,246,247, & 248
Item: Acquisition by Condemnation Proceedings for 20th Street and Michigan Avenue Grade Separation Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Maps
2) Council Bill No. 2013-243,244,245,246,247 & 248

Engineering Department: Dave Hunt DwH	Date: 10-11-13
Department Head: Nicholas Heatherly	Date: 10/11/13
Finance Department: Leslie Haase	Date: 10-15-13
City Attorney: Brian W. Head	Date: 10-15-13
City Manager: Mark Rohr RWR	Date: 10-17-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings for the 20th Street Grade Separation Project.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

At this time the City has been unable to reach an agreement with the following property owners:

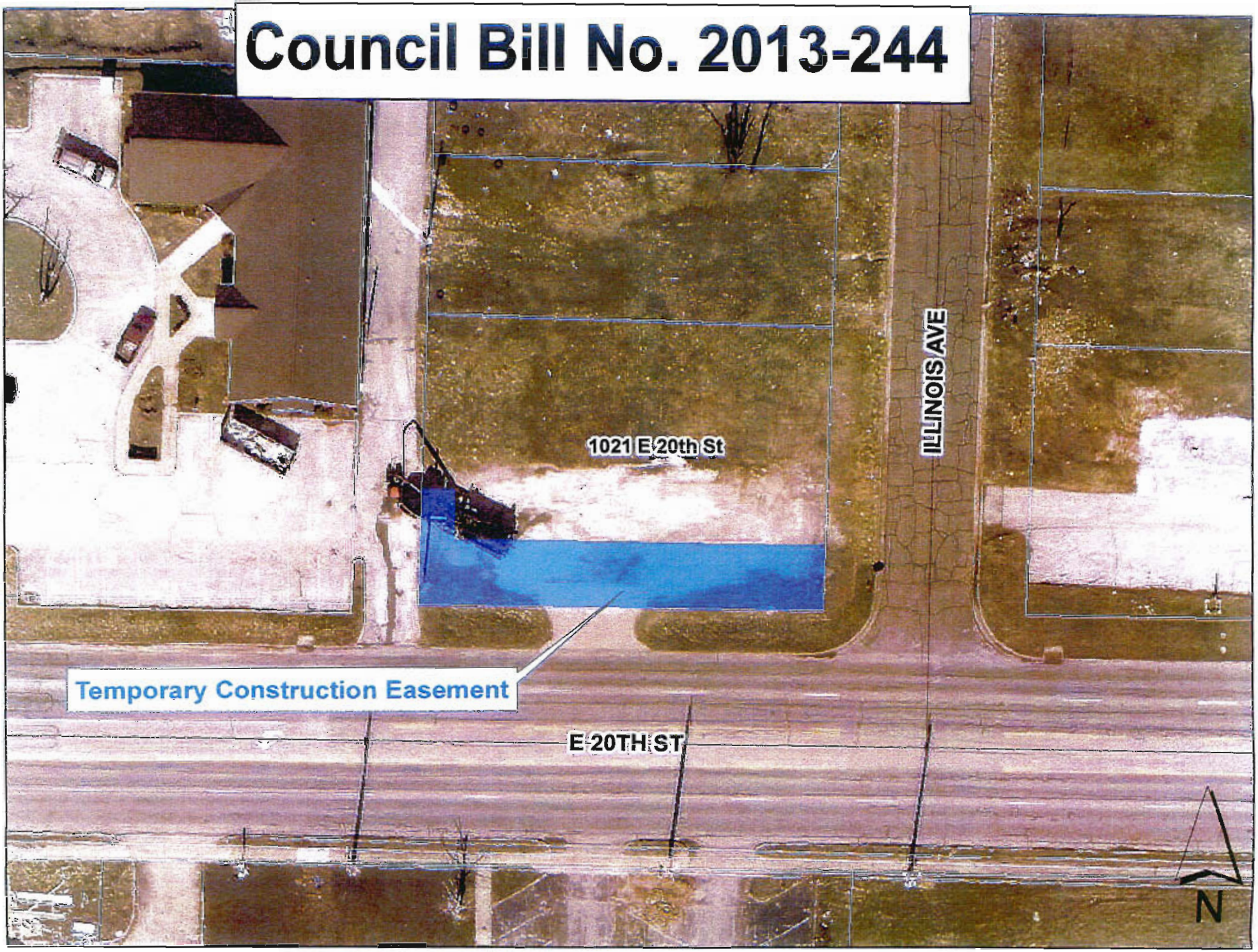
CB 2013- 243	Richard and Debora Reed –	1931 Indiana Avenue
CB 2013-244	Charles F. Burt Trust -	1021 E. 20th Street
CB 2013-245	Randal and Shelly Kraft -	2001 Wisconsin Avenue
CB 2013-246	Melvin Formby -	1901 New Hampshire
CB 2013-247	Hampshire Terrace II LP -	2021 Hampshire Terrace
CB 2013-248	M&B Annex LLC -	1101 E. 20th Street

In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented written offers to the listed property owners based on professional appraisals prepared for the City of Joplin. At this time those offers of compensation have not been accepted. In order to comply with the restrictive timeline dictated by the Federal Highway Administration, City staff would like authorization to initiate condemnation proceedings.

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

Council Bill No. 2013-244



COUNCIL BILL NO. 2013-244 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered One Hundred Eighty-Two (182), and One Hundred Eighty-Three (183) in Campbell's Sixth Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Charles F. Burt Trust is the legal owner of Lots Numbered One Hundred Eighty-Two (182) and One Hundred Eighty-Three (183), in Campbell's Sixth Addition in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for the 20th Street grade separation project at Michigan Avenue and;

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

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by Charles F. Burt Trust for the 20th Street grade separation project according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

Temporary Construction Easement:

All of the South Twenty (20) feet and all of the North Fifteen (15) feet of the South Thirty-five (35) feet of the West Ten (10) feet of the following described tract:

All of Lots numbered one hundred eighty-two (182) and one hundred eighty-three (183) in Campbell's Sixth Addition in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

After completion of construction the easement rights in said last above described tract will cease and no longer be in effect.

Subject to any easements or restrictions of record. Containing 2550 square feet more or less.

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

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

COUNCIL BILL NO. 2013-244 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-243,244,245,246,247, & 248
Item: Acquisition by Condemnation Proceedings for 20th Street and Michigan Avenue Grade Separation Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Maps
2) Council Bill No. 2013-243,244,245,246,247 & 248

Engineering Department: Dave Hunt DWH — Date: 10-11-13
Department Head: Nicholas Heatherly — Date: 10/11/13
Finance Department: Leslie Haase — Date: 10-15-13
City Attorney: Brian W. Head — Date: 10-15-13
City Manager: Mark Rohr RM — Date: 10-15-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings for the 20th Street Grade Separation Project.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

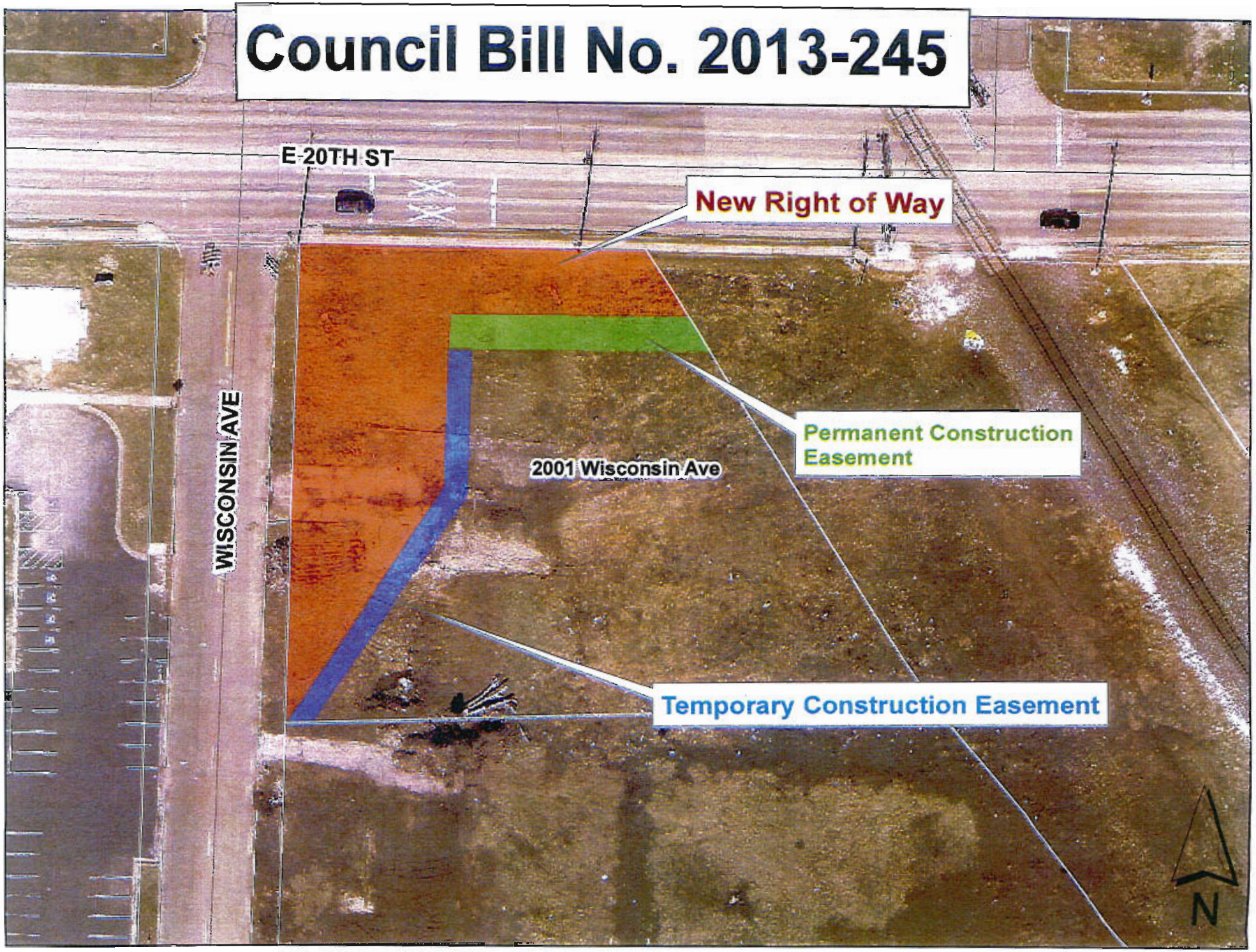
At this time the City has been unable to reach an agreement with the following property owners:

CB 2013- 243	Richard and Debora Reed –	1931 Indiana Avenue
CB 2013-244	Charles F. Burt Trust -	1021 E. 20th Street
CB 2013-245	Randal and Shelly Kraft -	2001 Wisconsin Avenue
CB 2013-246	Melvin Formby -	1901 New Hampshire
CB 2013-247	Hampshire Terrace II LP -	2021 Hampshire Terrace
CB 2013-248	M&B Annex LLC -	1101 E. 20th Street

In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented written offers to the listed property owners based on professional appraisals prepared for the City of Joplin. At this time those offers of compensation have not been accepted. In order to comply with the restrictive timeline dictated by the Federal Highway Administration, City staff would like authorization to initiate condemnation proceedings.

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


Council Bill No. 2013-245
E 20TH ST
New Right of Way
WISCONSIN AVE
2001 Wisconsin Ave
Permanent Construction Easement
Temporary Construction Easement
N

COUNCIL BILL NO. 2013-245 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered One (1), Two (2), and Three (3) in Harmony Heights Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Randal and Shelly Kraft are the legal owners of Lost Numbered One (1), Two (2), and Three (3), in Harmony Heights Addition in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for the 20th Street grade separation project at Michigan Avenue and;

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

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by Randal and Shelly Kraft for the 20th Street grade separation project according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way:

ALL THAT PART OF LOTS NUMBERED ONE (1), TWO (2) AND THREE (3) IN HARMONY HEIGHTS SUB-DIVISION IN THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°55'35"E, 795.83 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°04'19"W, 49.85 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE AND BEING THE POINT OF BEGINNING; THENCE S89°14'09"E, 146.85 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 5854.58 FEET AND A CHORD BEARING AND DISTANCE OF S30°46'33"E, 35.20 FEET, SAID CURVE BEING ON THE WEST RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD;
THENCE ALONG SAID CURVE 35.20 FEET; THENCE N89°14'09"W, 100.93 FEET; THENCE S02°04'19"W, 75.31 FEET; THENCE S34°59'49"W, 119.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°04'19"E, 204.21 FEET ALONG THE

EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 12800 SQUARE FEET MORE OR LESS.

Permanent Construction Easement:

ALL THAT PART OF LOT NUMBERED ONE (1) IN HARMONY HEIGHTS SUB-DIVISION IN THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°55'35"E, 795.83 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°04'19"W, 49.85 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE; THENCE S89°14'09"E, 146.85 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 5854.58 FEET AND A CHORD BEARING AND DISTANCE OF S30°46'33"E, 35.20 FEET, SAID CURVE BEING ON THE WEST RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID CURVE 35.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE OF THE WEST RAILROAD RIGHT-OF-WAY LINE AN ARC DISTANCE OF 17.65 FEET; THENCE N89°14'09"W, 110.58 FEET; THENCE N02°04'19"E, 15.00 FEET;
THENCE S89°14'09"E, 100.93 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1590 SQUARE FEET MORE OR LESS.

Temporary Construction Easement:

ALL THAT PART OF LOTS NUMBERED ONE (1), TWO (2) AND THREE (3) IN HARMONY HEIGHTS SUB-DIVISION IN THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°55'35"E, 795.83 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°04'19"W, 49.85 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE; THENCE S02°04'19"W, 204.21 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING; THENCE S87°54'38"E, 11.91 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE N34°59'49"E, 116.07 FEET; THENCE N02°04'19"E, 63.49 FEET; THENCE N89°14'09"W, 10.00 FEET; THENCE S02°04'19"W, 60.31 FEET; THENCE S34°59'49"W 119.59 FEET TO THE POINT OF BEGINNING. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1800 SQUARE FEET MORE OR LESS.

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

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

COUNCIL BILL NO. 2013-245 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-243,244,245,246,247, & 248
Item: Acquisition by Condemnation Proceedings for 20th Street and Michigan Avenue Grade Separation Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Maps
2) Council Bill No. 2013-243,244,245,246,247 & 248

Engineering Department: Dave Hunt DWH Date: 10-11-13
Department Head: Nicholas Heatherly Date: 10/11/13
Finance Department: Leslie Haase Date: 10-15-13
City Attorney: Brian W. Head Date: 10-15-13
City Manager: Mark Rohr Date: 10-17-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings for the 20th Street Grade Separation Project.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

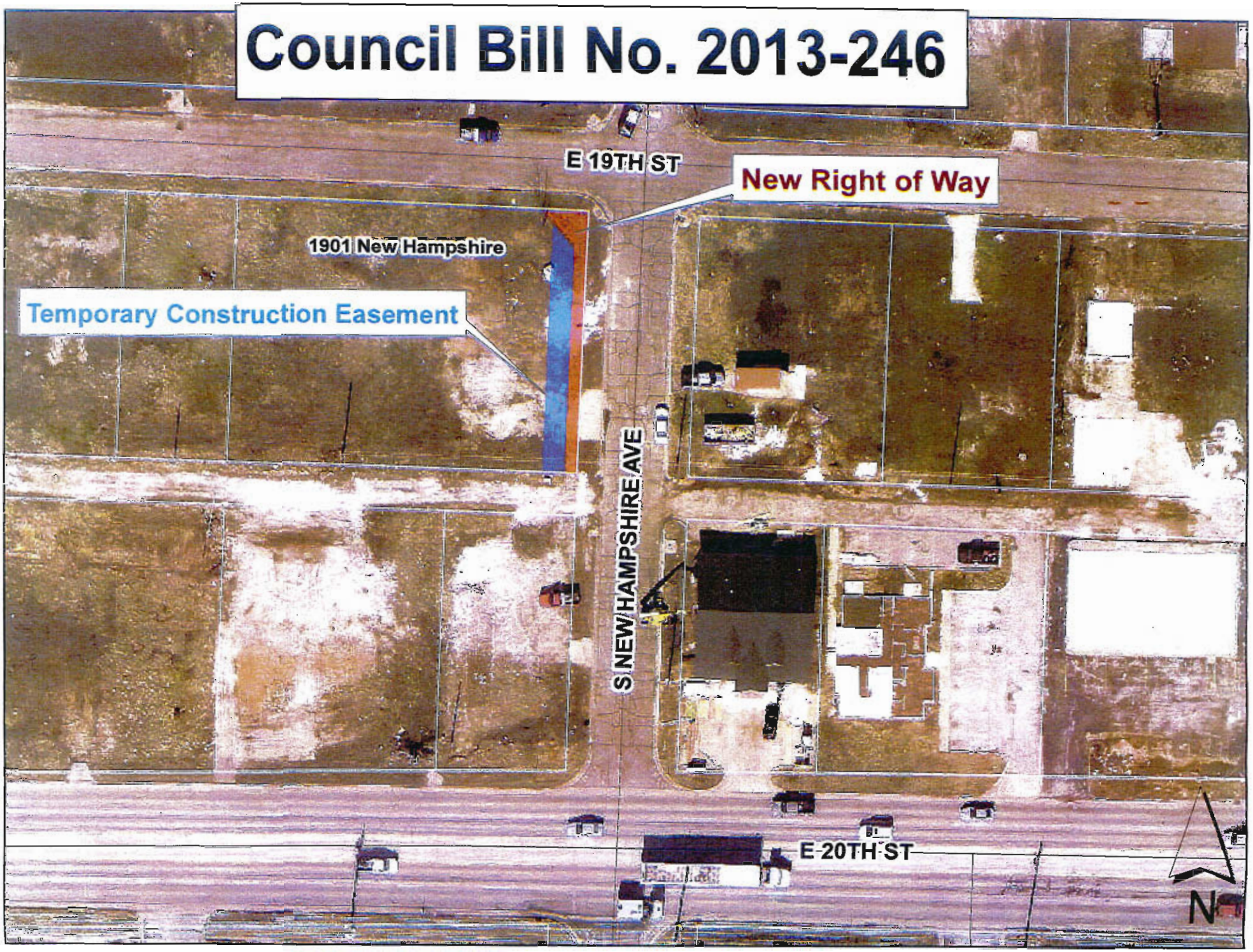
At this time the City has been unable to reach an agreement with the following property owners:

CB 2013- 243	Richard and Debora Reed –	1931 Indiana Avenue
CB 2013-244	Charles F. Burt Trust -	1021 E. 20th Street
CB 2013-245	Randal and Shelly Kraft -	2001 Wisconsin Avenue
CB 2013-246	Melvin Formby -	1901 New Hampshire
CB 2013-247	Hampshire Terrace II LP -	2021 Hampshire Terrace
CB 2013-248	M&B Annex LLC -	1101 E. 20th Street

In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented written offers to the listed property owners based on professional appraisals prepared for the City of Joplin. At this time those offers of compensation have not been accepted. In order to comply with the restrictive timeline dictated by the Federal Highway Administration, City staff would like authorization to initiate condemnation proceedings.

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


Council Bill No. 2013-246
E 19TH ST
New Right of Way
1901 New Hampshire
Temporary Construction Easement
S NEW HAMPSHIRE AVE
E 20TH ST
N

COUNCIL BILL NO. 2013-246 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lot Numbered Thirty (30) in J.W. Ratcliff's Subdivision, in the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Melvin Formby is the legal owner of Lot Number Thirty (30), in J.W. Ratcliff's Subdivision in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for the 20th Street grade separation project at Michigan Avenue and;

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

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by Melvin Formby for the 20th Street grade separation project according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way:

ALL THAT PART OF LOT NUMBERED THIRTY (30) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 30; THENCE N02°04'09"E, 120.00 FEET ALONG SAID EAST LINE OF SAID LOT 30, BEING THE WEST RIGHT-OF-WAY LINE OF NEW HAMPSHIRE AVENUE TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE N87°55'51"W, 21.17 FEET ALONG THE NORTH LINE OF SAID LOT 30; BEING THE SOUTH RIGHT OF WAY LINE OF 19TH STREET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S42°56'30"E, 21.22 FEET; THENCE S02°02'52"W, 105.00 FEET THE SOUTH LINE OF SAID LOT 30; THENCE S87°55'51"E, 6.13 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 850 SQUARE FEET MORE OR LESS.

Temporary Construction Easement:

ALL THAT PART OF LOT NUMBERED THIRTY (30) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND

TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST OF SAID LOT 30; THENCE N87°55'51"W, 6.13 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING; THENCE CONTINUING N87°55'51" W, 10.00 FEET, THENCE DEPARTING SAID SOUTH LINE, THENCE N02°02'52"E, 115.00 FEET; THENCE S42°56'30"E, 14.14 FEET; THENCE S02°02'52"W, 105.00 FEET TO THE POINT OF BEGINNING. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1100 SQUARE FEET MORE OR LESS.

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

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

COUNCIL BILL NO. 2013-246 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-243,244,245,246,247, & 248
Item: Acquisition by Condemnation Proceedings for 20th Street and Michigan Avenue Grade Separation Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Maps
2) Council Bill No. 2013-243,244,245,246,247 & 248

Engineering Department: Dave Hunt DWH Date: 10-11-13
Department Head: Nicholas Heatherly Date: 10/11/13
Finance Department: Leslie Haase Date: 10-15-13
City Attorney: Brian W. Head Date: 10-15-13
City Manager: Mark Rohr Date: 10-17-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings for the 20th Street Grade Separation Project.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

At this time the City has been unable to reach an agreement with the following property owners:

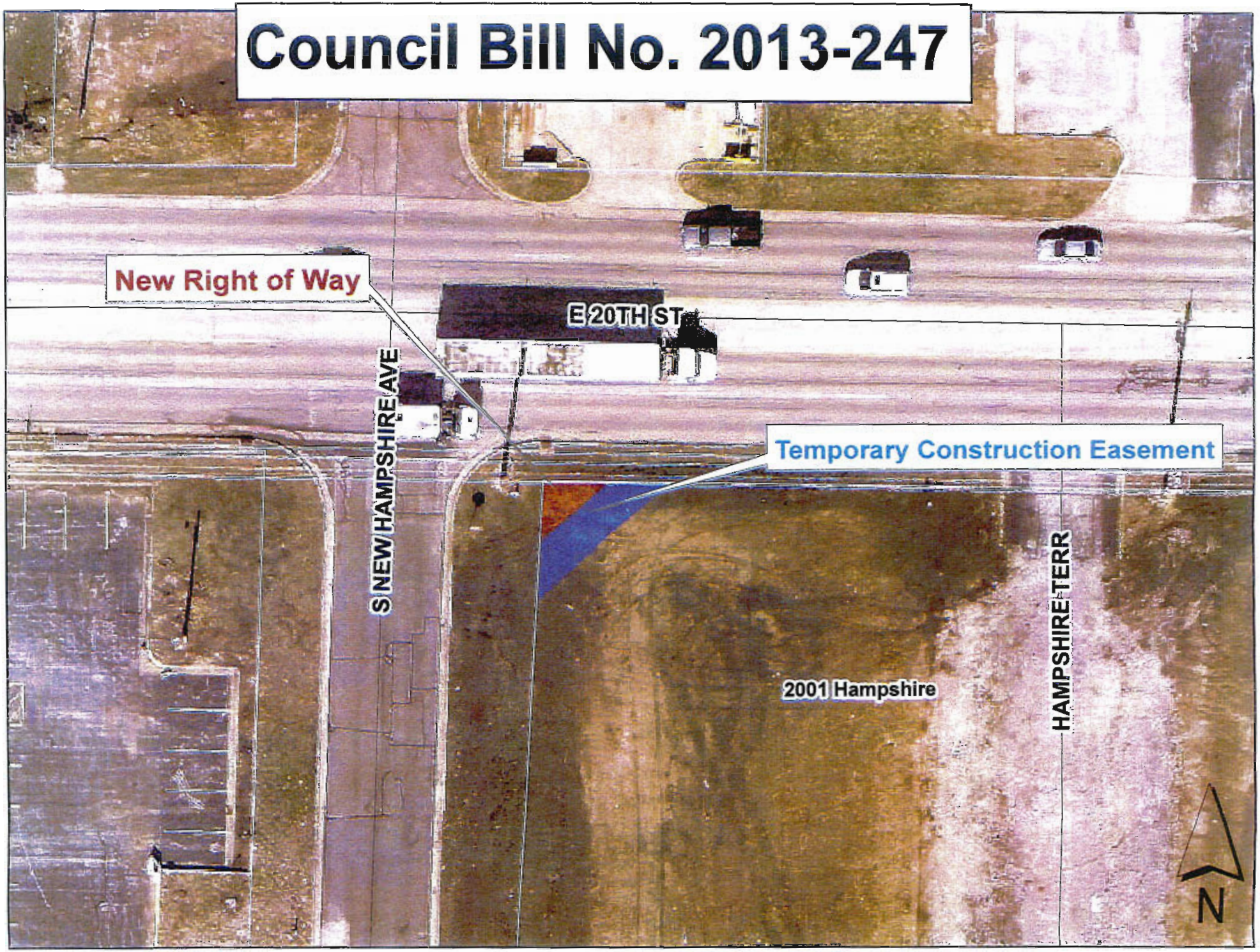
CB 2013- 243	Richard and Debora Reed –	1931 Indiana Avenue
CB 2013-244	Charles F. Burt Trust -	1021 E. 20th Street
CB 2013-245	Randal and Shelly Kraft -	2001 Wisconsin Avenue
CB 2013-246	Melvin Formby -	1901 New Hampshire
CB 2013-247	Hampshire Terrace II LP -	2021 Hampshire Terrace
CB 2013-248	M&B Annex LLC -	1101 E. 20th Street

In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented written offers to the listed property owners based on professional appraisals prepared for the City of Joplin. At this time those offers of compensation have not been accepted. In order to comply with the restrictive timeline dictated by the Federal Highway Administration, City staff would like authorization to initiate condemnation proceedings.

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

Council Bill No. 2013-247



COUNCIL BILL NO. 2013-247 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lot Numbered Ninety-Four (94) in Southmorland Acres Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Hampshire Terrace II L.P. is the legal owner of Lot Numbered Ninety Four (94) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for the 20th Street grade separation project at Michigan Avenue and;

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

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by Hampshire Terrace II L.P., for the 20th Street grade separation project according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

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

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

New Right of Way

COMMENCING AT THE NORTHWEST CORNER OF LOT NUMBERED NINETY-FOUR (94) IN SOUTHMORLAND ACRES, AN ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 10.00 FEET ALONG THE WEST LINE OF SAID LOT 94 TO THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET, BEING 40.00 FEET SOUTH OF THE CENTER LINE OF SAID 20TH STREET AND THE POINT OF BEGINNING; THENCE EAST 15.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;
THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTHWESTERLY 21.41 FEET TO A POINT ON THE WEST LINE OF SAID LOT 94, SAID POINT BEING 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 94; THENCE NORTH 15.00 FEET ALONG THE WEST LINE OF SAID LOT 94 TO THE

POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 110 SQUARE FEET MORE OR LESS.

Temporary Construction Easement

COMMENCING AT THE NORTHWEST CORNER OF LOT NUMBERED NINETY-FOUR (94) IN SOUTHMORLAND ACRES, AN ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 10.00 FEET ALONG THE WEST LINE OF SAID LOT 94 TO THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET, BEING 40.00 FEET SOUTH OF THE CENTER LINE OF SAID 20TH STREET; THENCE EAST 15.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING EAST 14.27 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTHWESTERLY 41.77 FEET TO A POINT ON THE WEST LINE OF SAID LOT 94, SAID POINT BEING 39.27 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 94; THENCE NORTH 14.27 FEET ALONG THE WEST LINE OF SAID LOT 94; THENCE NORTHEASTERLY 21.41 FEET TO THE POINT OF BEGINNING.
AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 320 SQUARE FEET MORE OR LESS.

COUNCIL BILL NO. 2013-246 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-243,244,245,246,247, & 248
Item: Acquisition by Condemnation Proceedings for 20th Street and Michigan Avenue Grade Separation Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Maps
2) Council Bill No. 2013-243,244,245,246,247 & 248

Engineering Department: Dave Hunt DWH	Date: 10-11-13
Department Head: Nicholas Heatherly	Date: 10/11/13
Finance Department: Leslie Haase	Date: 10-15-13
City Attorney: Brian W. Head	Date: 10-15-13
City Manager: Mark Rohr RWR	Date: 10-17-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings for the 20th Street Grade Separation Project.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

At this time the City has been unable to reach an agreement with the following property owners:

CB 2013- 243	Richard and Debora Reed –	1931 Indiana Avenue
CB 2013-244	Charles F. Burt Trust -	1021 E. 20th Street
CB 2013-245	Randal and Shelly Kraft -	2001 Wisconsin Avenue
CB 2013-246	Melvin Formby -	1901 New Hampshire
CB 2013-247	Hampshire Terrace II LP -	2021 Hampshire Terrace
CB 2013-248	M&B Annex LLC -	1101 E. 20th Street

In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented written offers to the listed property owners based on professional appraisals prepared for the City of Joplin. At this time those offers of compensation have not been accepted. In order to comply with the restrictive timeline dictated by the Federal Highway Administration, City staff would like authorization to initiate condemnation proceedings.

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


Council Bill No. 2013-248
ILLINOIS AVE
Temporary Construction Easement
1101 E 20th St
New Right of Way
E 20TH ST
N

COUNCIL BILL NO. 2013-248 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered One Hundred Eighty-Four (184), One Hundred Eighty-Five (185), and One Hundred Eight-Six (186) in Campbell's Sixth Addition, to the City of Joplin, Jasper County, Missouri, for the construction of a viaduct at 20th Street and Michigan Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, M&B Annex is the legal owner of Lots Numbered One Hundred Eighty-Four (184), One Hundred Eighty-Five (185), and One Hundred Eight-Six (186) in Campbell's Sixth Addition, to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for the 20th Street grade separation project at Michigan Avenue and;

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

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by M&B Annex for the 20th Street grade separation project according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way

All of the South Thirty-eight and a half feet (38.50') of the following described tract:

All of Lots numbered one hundred eighty-four (184), one hundred eighty-five (185), and one hundred eighty-six (186) in Campbell's 6th Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Subject to any easements or restrictions of record. Containing 4620 square feet more or less.

Temporary Construction Easement

All of the North 16.00 feet of the South 54.50 feet, and all of the North 80.66 feet of the South 135.17 feet of the West 10.00 feet of the following described tract:

All of Lots numbered one hundred eighty-four (184), one hundred eighty-five (185), and one hundred eighty-six (186) in Campbell's 6th Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. After completion of construction the easement

rights in said last above described tract will cease and no longer be in effect. Subject to any easements or restrictions of record. Containing 2730 square feet more or less.

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

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

COUNCIL BILL NO. 2013-248 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: October 21, 2013
Council Bill No. 2013-249
Item: Acquisition by Condemnation Proceedings for 20th Street Transit Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Maps
2) Council Bill No. 2013-249

Engineering Department: Dave Hunt DH	Date: 10-11-13
Department Head: Nicholas Heatherly	Date: 10/11/13
Finance Department: Leslie Haase	Date: 10-15-13
City Attorney: Brian W. Head	Date: 10-15-13
City Manager: Mark Rohr	Date: 10-15-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings for the 20th Street Transit Project.

Background: The 20th Street Transit Project, including Pedestrian and Bicycle upgrades, is part of the TIGER Grant TDG-3200(718) project 5. It consists of a total of 3,000 feet (1,500 feet each side of the road) of concrete walkway and 10 foot wide trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard. The purchase of right of way is necessary for the construction of this project.

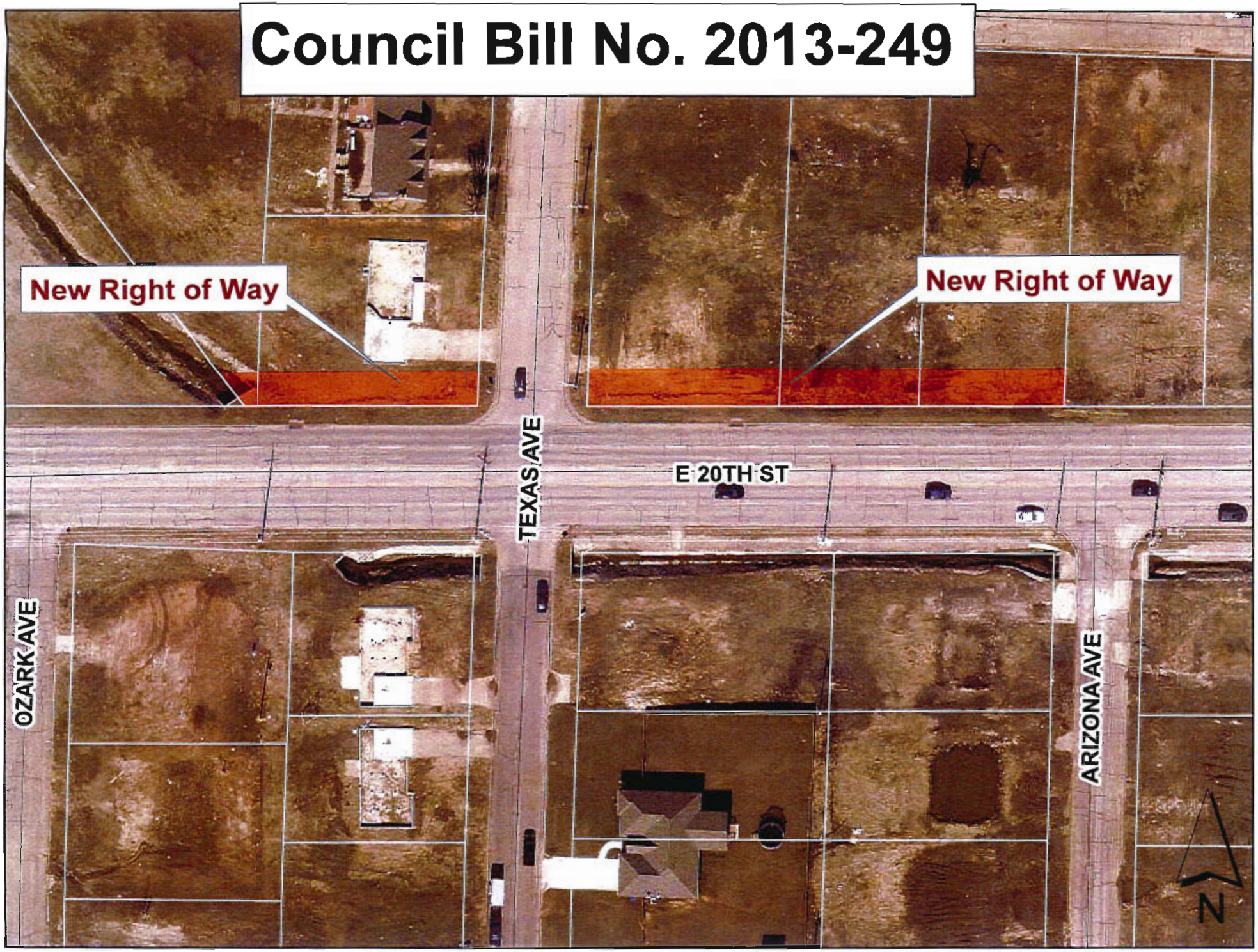
At this time the City has been unable to reach an agreement with C. Allyn and Pennie Sue Burt for the acquisition of right of way and easements.

In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented written offer to the listed property owner based on professional appraisal prepared for the City of Joplin. At this time that offer of compensation has not been accepted. In order to comply with the restrictive timeline dictated by the Federal Highway Administration, City staff would like authorization to initiate condemnation proceedings.

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

Council Bill No. 2013-249



COUNCIL BILL NO. 2013-249 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of Lots Numbered Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Dowell's Addition, Lot 16 in Lenger's Addition and Part of Misc. Tract M-12 in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, to be utilized for the 20th Street Transit Project, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, C. Allyn and Pennie Sue Burt are the legal owners of Part of Lots Numbered Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Dowell's Addition, Lot Numbered Sixteen (16) in Lenger's Addition and Part of Misc. Tract M-12 in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for the 20th Street grade separation project at Michigan Avenue and;

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

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by C. Allyn and Pennie Sue Burt for the 20th Street grade separation project according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way:

A TRACT OF LAND LYING IN MISCELLANEOUS TRACT M-12, PARCELL 44, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF LENGER ADDITION TO THE CITY OF JOPLIN; THENCE N01°45'35"E 10.00 FEET ALONG THE WEST LINE OF SAID LENGER ADDITION TO THE POINT OF BEGINNING; THENCE CONTINUING N01°45'35"E 20.00 FEET; THENCE DEPARTING SAID WEST LINE, N89°54'23"W 22.92 FEET ALONG A LINE PARALLEL WITH AND 60.00 FEET NORTH OF THE CENTER LINE

OF 20TH STREET; THENCE S36°13'11"E 24.82 FEET; THENCE S89°54'23"E 7.64 FEET, ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTH OF SAID CENTER LINE, TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 300 SQUARE FEET MORE OR LESS.

New Right of Way:

ALL OF THE NORTH 20.00 FEET OF THE SOUTH 30.00 FEET OF LOT NUMBERED SIXTEEN (16) IN LENGER'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 2400 SQUARE FEET MORE OR LESS.

New Right of Way: Parcel 17

ALL OF THE NORTH 22.00 FEET OF THE SOUTH 32.00 FEET OF LOT NUMBERED THIRTY (30) IN DOWELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 2500 SQUARE FEET MORE OR LESS.

New Right of Way: Parcel 18

ALL OF THE SOUTH 22.00 FEET OF THE FOLLOWING DESCRIBED TRACT:
ALL OF THE WEST 73 FEET OF LOT NUMBERED TWENTY-NINE (29) IN DOWELL'S FIRST ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTH 10 FEET THEREOF FOR STREET RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1600 SQUARE FEET MORE OR LESS.

New Right of Way: Parcel 19

ALL OF THE SOUTH 22.00 FEET OF THE FOLLOWING DESCRIBED TRACT:
ALL OF THE EAST 22 FEET OF LOT NUMBERED TWENTY-NINE (29) AND THE WEST 58 FEET OF LOT NUMBERED TWENTY-EIGHT (28) IN DOWELL'S FIRST ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTH 10 FEET THEREOF FOR STREET RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1800 SQUARE FEET MORE OR LESS.

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

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

COUNCIL BILL NO. 2013-249 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 21, 2013

ITEM: Council Bill No. 2013-454 approving an agreement for various animal sheltering services between the City of Joplin and the Joplin Humane Society, Inc.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2013-454 and a copy of the agreement.

CITY ATTORNEY:	Brian W. Head	**DATE:** 10-14-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 10-15-13
HEALTH DEPARTMENT:	Dan Pekarek	**DATE:** 10-14-13
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 10-14-13

RECOMMENDED ACTION:

Staff recommends approval on an emergency basis.

SUMMARY:

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). 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. 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 2.1% CPI increase in fees. The 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, cremation, and a call-back rate for after-hour emergency events. 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. $181,609.

The agreement period will be from Nov. 1, 2013 through October 31, 2014. 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.

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2013, 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.

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) since the last adjustment. 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. 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. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Five and 80/100 ($5.80) dollars per animal.

(b) **Animal Sheltering Fee** of Four and 80/100 ($ 4.80) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fourteen and eighty-five/100 ($ 14.85) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Seven and thirty/100 ($ 7.30)dollars per animal.

(e) **Cremation Fee** of Fifteen and ninety/100 ($ 15.90) 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) **Call-Back Fee** at the rate of Eighteen and seventy/100 ($18.70) Dollars per hour, calculated in ½ hour increments, for AARC staff member for evaluation and handling of injured animals brought to the AARC by an Animal Control Officer after regular business hours of the AARC.

(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 November 2013 and continue until October 31, 2014. 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 _____ 2013.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
R. Mark Rohr, City Manager

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

COUNCIL BILL NO. 2013-454 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; and containing an emergency clause.

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 annual Consumer Price Index (CPI) 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 2012 did receive 3,825 animals from within the City of Joplin.

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

Section 1. That the Agreement by and between the 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 November 1, 2013.

Section 4. That this Ordinance dealing with public health, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 21, 2013

ITEM: Council Bill No. 2013-455 amending Chapter 18, Animals, of the Joplin City Code and enacting new sections for the purpose of updating humane society sheltering service fees charged to the public.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2013-455

HEALTH DIRECTOR:	Dan Pekarek	**DATE:** 10-14-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 10-15-13
CITY ATTORNEY:	Brian W. Head	**DATE:** 10-14-13
FINANCE DEPT:	Leslie Jones	**DATE:** 10-14-13

RECOMMENDED ACTION:

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

SUMMARY:

Per the Animal Sheltering Agreement between The Joplin Humane Society, Inc. (Society) and the City of Joplin (City) the Society is scheduled to receive a 2.1% CPI adjustment to fees charged to the City of Joplin (City) and public for animals taken to the Society from within the City. The changes in fees are shown below:

- Rabies Sample Processing Fee $26.00 to $26.55.
- Animal Intake and Tracking Fee $5.70 to $5.80/animal.
- The per day care charge for impoundment of dogs or cats $4.70 to $4.80.
- The per day quarantine charge for dogs and cats $14.55 to $14.85.
- An animal euthanasia fee $7.15 to $7.30.
- A per animal cremation fee $15.60 to $15.90.

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 fees would become effective November 1, 2013.

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

COUNCIL BILL NO. 2013-455 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and containing an emergency clause.

WHEREAS, the Joplin Humane Society 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 annual Consumer Price Index (CPI) increases in sheltering costs, and

WHEREAS, the Council of the City of Joplin did pass changes to the animal control services agreement between the City and Society relating to these fee changes.

NOW, THEREFORE, 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	$5.80
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$4.80
(3) Quarantine Fee for each day or fraction thereof	$14.85
(4) Euthanasia Fee	$7.30
(5) Cremation Fee	$15.90

(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 will 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 will be initiated to the animal owner for violation of this section."

Section 2. This ordinance shall become effective from and after November 1, 2013.

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

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 21, 2013

ITEM: COUNCIL BILL NO. 2013-510
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase LH	**Date:** 10-11-13
City Attorney: Brian Head	**Date:** 10-14-13
City Manager: Mark Rohr RM	**Date:** 10-15-13

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

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

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. Certain operational supplies, telephone costs, fuel costs, and grants were not appropriately budgeted. The City has also incurred certain expenditures related to property repairs, fuel costs, and cleanup costs as a result of the tornado that struck our community.

This budget amendment increases expenditures by $7,055,100.

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-510 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and estimated revenue in various funds and containing an emergency clause.

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

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

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

Section 1. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of Seven Million Fifty-Five Thousand One Hundred Dollars and No Cents ($7,055,100.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

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

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2012-2013 ADOPTED BUDGET
11-Oct-13

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund				
	City Council	001-0101-500-3015	Telephone Services	$	1,000
	City Council	001-0101-500-8315	Computer Equipment		8,100
	City Manager	001-0501-500-2205	Food & Beverage Supplies		1,000
	City Manager	001-0501-500-2815	Special Events & Promotions		8,000
	City Prosecutor	001-1003-500-3015	Telephone Services		500
	City Prosecutor	001-1003-500-5015	Legal Fees		1,000
	Finance	001-2003-500-2120	General Office Supplies		10,000
	Finance	001-2003-500-3015	Telephone Services		1,000
	Finance	001-2003-500-7105	Bank Charges		20,000
	Finance	001-2003-500-7131	Merchant Card Service Fee		5,000
	Finance	001-2003-500-8315	Computer Equipment		1,500
	TIF Reimbursable Costs	001-2015-500-5015	Legal Fees		75,000
	Information Services	001-2501-500-2110	Computer Software		3,500
	Information Services	001-2501-500-2835	Equipment Lease & Rental		10,000
	Information Services	001-2501-500-3015	Telephone Services		1,500
	Information Services	001-2501-500-5090	FEMA Cleanup Costs		11,000
	Information Services	001-2501-500-5220	Network Services		3,000
	Municipal Court	001-3001-500-2130	Small Office Furnishings		1,500
	Municipal Court	001-3001-500-3015	Telephone Services		1,000
	Municipal Court	001-3001-500-7131	Merchant Card Service Fee		2,000
	Municipal Court	001-3002-500-1110	Part-Time Wages		20,000
	Public Works Administration	001-4501-520-6005	Travel Expenses		2,000
	City Facility Maintenance	001-4502-520-3015	Telephone Services		1,000
	City Facility Maintenance	001-4502-520-4125	General Equipment Repairs		10,000
	Building Regulations	001-4503-520-3015	Telephone Services		1,000
	Building Regulations	001-4503-520-3205	Postage		4,000
	City Hall Maintenance	001-4504-520-4125	General Equipment Repairs		5,000
	Engineering	001-4505-520-2050	Operational Supplies		10,000
	Engineering	001-4505-520-3015	Telephone Services		2,000
	Engineering	001-4505-520-5010	Consulting Fees		20,000
	Engineering	001-4505-520-6005	Travel Expenses		2,000
	PW Operations	001-4506-520-2120	General Office Supplies		5,000
	Police Administration	001-5501-510-3115	Fuel, Oil, & Diesel		5,000
	Police Patrol	001-5502-510-3015	Telephone Services		5,000
	Police Patrol	001-5502-510-3115	Fuel, Oil, & Diesel		20,000
	Police Investigations	001-5503-510-3015	Telephone Services		5,000
	Police Investigations	001-5503-510-3115	Fuel, Oil, & Diesel		5,000
	Police Investigations	001-5503-510-6005	Travel Expenses		7,000
	Police Support Services	001-5504-510-3015	Telephone Services		2,500
	Police Jail Services	001-5507-510-2010	Wearing Apparel		3,000
	Police Jail Services	001-5507-510-2205	Food & Beverage Supplies		8,000
	Police Jail Services	001-5507-510-4210	Central Garage Repairs		4,000
	Police Jail Services	001-5507-510-8220	Operating Equipment		1,000
	Police SEU	001-5508-510-2735	DARE Supplies		3,000
	Police SEU	001-5508-510-3115	Fuel, Oil, & Diesel		10,000
	Police SEU	001-5508-510-4125	General Equipment Repairs		5,000
	Police SEU	001-5508-510-6010	Conferences & Seminars		10,000
	Police SEU	001-5508-510-8220	Operating Equipment		7,000
	Police Public Safety	001-5575-510-3015	Telephone Services		5,000
	Police Public Safety	001-5575-510-8220	Operating Equipment		2,000
	Fire Administration	001-6001-510-1720	Employee Recruitment		2,000

Fire Administration	001-6001-510-3015	Telephone Services			1,000
Fire Administration	001-6001-510-5165	Auto-Aid Agreement			10,000
Fire Operations	001-6002-510-2050	Operational Supplies			3,000
Fire Operations	001-6002-510-2105	Computer Supplies			4,000
Fire Operations	001-6002-510-2420	Tires			20,000
Fire Operations	001-6002-510-2740	EMT Supplies			7,000
Fire Operations	001-6002-510-3010	Gas Charges			6,000
Fire Operations	001-6002-510-3115	Fuel, Oil, & Diesel			30,000
Fire Operations	001-6002-510-4125	General Equipment Repairs			20,000
Fire Operations	001-6002-510-4215	Other Vehicle Repairs			10,000
Fire Operations	001-6002-510-5090	FEMA Cleanup Costs			200,000
Fire Operations	001-6002-510-6110	Publications & Subscriptions			2,000
Fire Prevention	001-6003-510-2050	Operational Supplies			4,000
Fire Prevention	001-6003-510-2745	Portable Communication Supplies			1,500
Fire Hydrants	001-6006-510-4125	General Equipment Repairs			12,000
Fire Public Safety	001-6075-510-2825	Safety Equipment			7,000
Fire Public Safety	001-6075-510-3005	Electric Charges			7,000
Fire Public Safety	001-6075-510-5090	FEMA Cleanup Costs			100,000
Fire Public Safety	001-6075-510-8230	Emergency Operating Equipment			5,000
Fire State Grants	001-6091-510-2050	Operational Supplies			10,000
Fire PS Training Center	001-6275-510-8005	Building Acquisitions			150,000
Cemeteries	001-6540-560-4125	General Equipment Repairs			5,000
Emergency Management	001-7001-510-2410	Motor Vehicle Parts			300
Emergency Management	001-7001-510-6005	Travel Expenses			2,000
Emergency Management	001-7002-510-2130	Small Office Furnishings			500
Emergency Management	001-7002-510-3015	Telephone Services			5,000
Emergency Management	001-7002-510-8230	Emergency Operating Equipment			12,000
Neighborhood Improvement	001-8001-520-3015	Telephone Services			5,000
Transfers & Subsidies	001-9003-500-9805	TIF Tax Payment			500,000
Total General Fund			$	-	1,496,400

110 Health Fund

Health Administration	110-3501-550-2030	Maintenance Supplies			2,000
Health Administration	110-3501-550-3015	Telephone Services			2,000
Health Administration	110-3501-550-5035	Property Tax Services			2,000
Health WIC	110-3502-550-2130	Small Office Furnishings			8,000
Health WIC	110-3502-550-6005	Travel Expenses			5,000
Health Environmental Health	110-3503-550-3015	Telephone Services			1,000
Health Medical	110-3504-550-2605	Chemical & Lab Supplies			3,000
Health Medical	110-3504-550-3015	Telephone Services			1,000
Health Animal Control	110-3505-550-4210	Central Garage Repairs			1,500
Health Public Preparedness	110-3507-550-1110	Regular Part-Time Wages			13,000
Health Public Preparedness	110-3507-550-8315	Computer Equipment			2,500
Total Health Fund			$	-	41,000

115 Parks Fund

Parks Administration	115-6501-560-5035	Property Tax Services	$		2,000
Parks Pools	115-6510-560-1210	Seasonal Wages			130,000
Parks Pools	115-6510-560-2030	Maintenance Supplies			20,000
Parks Pools	115-6510-560-2210	Resale Concessions			30,000
Parks Pools	115-6510-560-3005	Electric Charges			15,000
Parks Pools	115-6510-560-3020	Water Charges			15,000
Parks Recreation Programs	115-6511-560-5055	Contractor Fees			7,000
Parks Recreation Programs	115-8511-560-7131	Merchant Card Service Fee			1,500
Parks Senior Center	115-6512-560-3020	Water Charges			1,500
Parks Senior Center	115-6512-560-4125	Property Repairs & Maintenance			2,000
Parks Memorial Hall	115-6513-560-2050	Operational Supplies			2,000
Parks Memorial Hall	115-6513-560-3005	Electric Charges			2,000
Parks Memorial Hall	115-6513-560-4105	Property Repairs & Maintenance			5,000
Parks Memorial Hall	115-6513-560-5265	Maintenance Contracts			3,000

Parks Museum	115-6514-560-3005	Electric Charges				2,000
Parks Athletic Complex	115-6516-560-1210	Regular Seasonal				50,000
Parks Athletic Complex	115-6516-560-2050	Operational Supplies				15,000
Parks Athletic Complex	115-6516-560-3115	Fuel, Oil, & Diesel				10,000
Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance				10,000
Parks Athletic Complex	115-6516-560-4210	Central Garage Repairs				3,000
Parks Athletic Complex	115-6516-560-7205	Resale Inventory				7,000
Parks Stadium	115-6530-5601010	Regular Wages				30,000
Parks Stadium	115-6530-560-2210	Resale Concessions				16,000
Parks Stadium	115-6530-560-3020	Water Charges				4,000
Parks Stadium	115-6530-560-8010	Building Improvements				46,000
Grounds & Maintenance	115-6532-560-1210	Regular Seasonal				45,000
Grounds & Maintenance	115-6532-560-2030	Maintenance Supplies				30,000
Grounds & Maintenance	115-6532-560-3020	Water Charges				12,000
Grounds & Maintenance	115-6532-560-4105	Property Repairs & Maintenance				40,000
Grounds & Maintenance	115-6532-560-4210	Central Garage Repairs				15,000
Grounds & Maintenance	115-6532-560-5090	FEMA Cleanup Costs				15,000
Total Parks Fund			$	-		586,000

120	Solid Waste Management Fund					
Solid Waste Management	120-4510-540-1110	Regular Part-Time Wages	$			2,000
Solid Waste Management	120-4510-540-2050	Operational Supplies				5,000
Solid Waste Management	120-4510-540-5035	Property Tax Services				2,000
Total SWM Fund			$	-		9,000

130	Parks/Stormwater Sales Tax					
Transfers	130-9003-530-9805	TIF Transfer	$			30,000
Transfers	130-9003-560-9805	TIF Transfer				21,000
Total Parks/Stormwater Sales Tax Fund			$	-		51,000

140	Transportation Sales Tax					
Street Maintenance	140-4520-530-1210	Regular Seasonal Wages	$	-		15,000
Street Maintenance	140-4520-530-2540	Sand, Gravel, & Rock				50,000
Street Maintenance	140-4520-530-3005	Electric Charges				120,000
Street Maintenance	140-4520-530-3115	Fuel, Oil, & Diesel				25,000
Traffic Control	140-4530-530-2010	Wearing Apparel				1,000
Traffic Control	140-4530-530-3015	Telephone Services				1,500
Traffic Control	140-4530-530-3115	Fuel, Oil, & Diesel				1,500
Traffic Signal Maintenance	140-4531-530-5010	Consulting Fees				40,000
MAPS	140-5002-530-3015	Telephone Services				4,000
MAPS	140-5002-530-3115	Fuel, Oil, & Diesel				10,000
Transfers	140-9003-530-9805	TIF Transfer				100,000
Total Transportation Sales Tax Fund			$	-		368,000

145	Capital Improvement Sales Tax Fund					
Transfers	145-9003-520-9805	TIF Transfer	$	-		80,000
Total Capital Improvement Sales Tax Fund			$	-		80,000

150	Community Development Fund					
Zoning & Planning	150-1505-570-1010	Regular Wages	$	-		40,000
Zoning & Planning	150-1505-570-6005	Travel Expenses				3,000
CDBG Special Habitat	150-1516-570-7441	Housing Rehabilitation				190,000
HOME Consortium	150-1520-570-7401	ESC				350,000
NSP	150-1525-570-7416	Neighborhood Stabilization				20,000
Total Community Development Fund			$	-		603,000

305	Infrastructure Fund					
	Infrastructure Projects	305-4550-530-8637	Trail Project	$	-	10,000
	Infrastructure Projects	305-4550-530-8655	Bridge Project			15,000
	Infrastructure Projects	305-4550-530-8670	Tree Planting			500,000
	Total Infrastructure Fund			$	-	525,000
320	Library/Theater Project					
	Library/Theater Project	320-1890-500-8105	Land Acquisition	$	-	940,000
	Total Library/Theater Fund			$	-	940,000
405	Airport Fund					
	Airport	405-5004-520-3020	Water Charges	$	-	5,000
	Airport	405-5004-520-3115	Fuel, Oil, & Diesel			3,000
	Airport	405-5004-520-4105	Property Repairs & Maintenance			3,000
	Airport	405-5004-520-4210	Central Garage Repairs			10,000
	Airport	405-5004-520-5010	Consulting Fees			7,000
	Airport	405-5004-520-6110	Publications & Subscriptions			5,000
	Airport	405-5004-520-7125	Depreciation Expense			50,000
	Total Airport Fund			$	-	83,000
410	Golf Course Fund					
	Golf Course Clubhouse	410-6520-560-1210	Regular Seasonal wages	$	-	15,000
	Golf Course Clubhouse	410-6520-560-2210	Resale Inventory			10,000
	Golf Course Clubhouse	410-6520-560-3020	Water Charges			20,000
	Golf Course Clubhouse	410-6520-560-7005	Printing Services			1,200
	Golf Course Maintenance	410-6521-560-1210	Regular Seasonal wages			10,000
	Golf Course Maintenance	410-6521-560-2605	Chemicals			12,000
	Golf Course Maintenance	410-6521-560-3005	Electric Charges			1,500
	Golf Course Maintenance	410-6521-560-3115	Fuel, Oil, & Diesel			3,000
	Golf Course Maintenance	410-6521-560-4210	Central Garage Repairs			15,000
	Total Golf Course Fund			$	-	87,700
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-1020	Overtime Wages	$		6,000
	Billing & Collection	415-2002-540-2105	Computer Supplies			10,000
	Billing & Collection	415-2002-540-3205	Postage			15,000
	Billing & Collection	415-2002-540-5030	WW/Trash Administration			27,000
	Billing & Collection	415-2002-540-7131	Merchant Card Service Fee			10,000
	Billing & Collection	415-2002-540-8315	Computer Equipment			55,000
	Silver Creek Bond	415-2012-500-7110	Interest Expense			40,000
	Silver Creek Bond	415-2012-500-7315	DNR Fee			10,000
	Sewer Treatment	415-4541-540-1210	Regular Seasonal			10,000
	Sewer Treatment	415-4541-540-2050	Operational Supplies			70,000
	Sewer Treatment	415-4541-540-3005	Electric Charges			40,000
	Sewer Treatment	415-4541-540-4125	General Equipment Repairs			35,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			10,000
	Sewer Treatment	415-4541-540-9699	Engineering Fee Transfer			400,000
	Sewer Maintenance	415-4542-540-3015	Telephone Services			3,000
	Sewer Maintenance	415-4542-540-3115	Fuel, Oil, & Diesel			5,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			20,000
	Sewer Maintenance	415-4542-540-9699	Engineering Fee Transfer			50,000
	Total Sanitary Sewer Fund			$	-	816,000
420	Special Events Fund					
	Resale Inventory	420-6515-560-7205	Resale Inventory	$	-	10,000
	Total Special Events Fund			$	-	10,000

505	Central Garage Fund					
	Central Garage	505-4570-520-2060	Shop Supplies	$		11,000
	Central Garage	505-4570-520-3115	Fuel, Oil, & Diesel			8,000
	Central Garage	505-4570-520-4125	General Equipment Repairs			5,000
	Central Garage	505-4570-520-5265	Maintenance Contracts			4,000
	Central Garage	505-4570-520-7030	Fees & Permits			2,000
	Central Garage	505-4570-520-7125	Depreciation Expense			5,000
	Central Garage	505-4570-520-7220	Cost of Fuel & Oil Sales			60,000
	Central Garage	505-4570-520-7225	Cost of Parts & Materials			80,000
	Total Central Garage Fund			$	-	175,000
510	Health Self-Insurance Fund					
	Health Self-Insurance	510-7504-500-7030	Fees & Permits	$	-	3,000
	Health Self-Insurance	510-7504-500-7140	Insurance Premiums			50,000
	Total Health Self-Insurance Fund			$	-	53,000
515	Liability Self-Insurance Fund					
	Liability Self-Insurance	515-7501-500-5015	Legal Fees	$	-	200,000
	Liability Self-Insurance	515-7501-500-7030	Fees & Permits			5,000
	Total Liability Self-Insurance Fund			$	-	205,000
520	Emergency Communications Fund					
	Communications	520-8502-510-5265	Maintenance Contracts	$		10,000
	Communications	520-8502-510-6005	Travel Expenses			3,000
	Communications	520-8502-510-7125	Depreciation Expense			5,000
	Radio Services	520-8503-510-2745	Portable Communication Supplies			2,000
	Radio Services	520-8503-510-4105	Property Repairs & Maintenance			5,000
	Radio Services	520-8503-510-4210	Central Garage Repairs			1,000
	Total Emergency Communications Fund			$	-	26,000
650	TIF Commission Fund					
	TIF Projects	650-2010-500-8696	1717 MarketPlace	$	-	400,000
	TIF Projects	650-2010-500-8697	Redevelopment TIF			500,000
	Total TIF Commission Fund			$	-	900,000
	Grand Total			$	-	7,055,100

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 21, 2013

ITEM: COUNCIL BILL NO. 2013-511
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Budget Summary for the FY 2013 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; and Budget Reconciliation.

Finance Director: Leslie Haase LH	**Date:** 10-11-13
City Attorney: Brian Head	**Date:** 10-14-13
City Manager: R. Mark Rohr RMR	**Date:** 10-15-13

INTRODUCTION:

This Council Bill approves the 2013-2014 budget for the City of Joplin.

DISCUSSION:

This Council Bill adopts the 2013-2014 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $272,890,971 in revenue (including transfers) and $278,370,874 in appropriations (including transfers).

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-511 **ORDINANCE NO.**

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2013 to October 31, 2014, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years, and

WHEREAS, the City Council has fully complied with all of the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon;

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

Section 1. The FY 2013-2014 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2013 to October 31, 2014.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2013 to October 31, 2014 are $272,890,971 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2013 to October 31, 2014 are $278,370,874.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2012-2013

appropriated budget is shown on the books and records of the City at the close of business on October 31, 2013. The amount of the increase to the FY 2013-2014 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That if and when appropriations are made during the Budget period November 1, 2013 to October 31, 2014, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2013-2014

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
Community Development					
Federal Grants	LAGERS Upgrade		$126,058,675	$126,065,803	$ 7,128
State Grants	LAGERS Upgrade		157,763	158,978	1,215
	Total Revenue Increase/(Decrease)		**$126,216,438**	**$126,224,781**	**$ 8,343**
APPROPRIATIONS					
General Fund					
Payroll Adjustment	LAGERS Upgrade	(1)	$ 605,692	$ 693,539	$ 87,847
City Manager: Special Projects	Chamber of Commerce Contract	(1)	315,000	335,000	20,000
PW: Building Regulations	Temporary Building Inspector Position	(1)	-	55,000	55,000
PW: City Hall Maintenance	Replacement HVAC Compressor	(2)	-	5,000	5,000
PW: City Hall Maintenance	Replacement Ice Machine	(2)	-	1,700	1,700
Convention & Visitors Bureau					
Payroll Adjustment	LAGERS Upgrade	(1)	20,866	23,893	3,027
Health & Welfare					
Payroll Adjustment	LAGERS Upgrade	(1)	160,191	183,425	23,234
Parks & Recreation					
Payroll Adjustment	LAGERS Upgrade	(1)	120,630	138,127	17,497
Museum Operations	Remodel Lobby & Public Restrooms	(1)	8,000	23,000	15,000
Solid Waste Management					
Payroll Adjustment	LAGERS Upgrade	(1)	14,637	16,759	2,122
Parks & Stormwater Sales Tax					
Payroll Adjustment	LAGERS Upgrade	(1)	28,497	36,436	7,939
Stormwater Projects	Payroll Correction	(2)	-	33,527	33,527
Stormwater Projects	Joplin High School Stormwater Project	(1)	-	1,300,000	1,300,000
Transportation Sales Tax					
Payroll Adjustment	LAGERS Upgrade	(1)	200,803	229,929	29,126
Capital Improvement Sale Tax					
Payroll Adjustment	LAGERS Upgrade	(1)	3,617	4,141	524
Community Development					
Payroll Adjustment	LAGERS Upgrade	(1)	62,837	71,948	9,111
Regional Airport					
Payroll Adjustment	LAGERS Upgrade	(1)	30,870	35,347	4,477
Regional Airport	Original Terminal Roof Repairs	(2)	-	32,545	32,545
Municipal Golf Course					
Payroll Adjustment	LAGERS Upgrade	(1)	17,698	20,264	2,566
Sanitary Sewer Fund					
Payroll Adjustment	LAGERS Upgrade	(1)	194,811	223,067	28,256
Public Parking Fund					
Payroll Adjustment	LAGERS Upgrade	(1)	3,607	4,130	523
Central Garage					
Payroll Adjustment	LAGERS Upgrade	(1)	23,517	26,927	3,410
Liability & Property Insurance					
Payroll Adjustment	LAGERS Upgrade	(1)	3,685	4,219	534
Emergency Communications					
Payroll Adjustment	LAGERS Upgrade	(1)	105,492	120,793	15,301
	Total Appropriation Increase/(Decrease)		**$ 1,920,450**	**$ 3,618,716**	**$ 1,698,266**

NOTES:

(1) Approved by City Council in Budget Work Sessions.

(2) Corrections and adjustments made by staff during budget review.

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 36,329,500	$ 6,307,000	$ 2,520,000	$ 45,156,500
Licenses & Permits	1,523,750	-	-	1,523,750
Fines & Forfeitures	2,286,150	-	-	2,286,150
Service Charges & User Fees	1,162,000	13,334,289	-	14,496,289
Charges & Assessments	815,426	7,424,412	-	8,239,838
Other Income & Donations	976,275	793,525	150	1,769,950
Intergovernmental	180,491,483	4,352,200	-	184,843,683
TOTAL REVENUES	**$ 223,584,584**	**$ 32,211,426**	**$ 2,520,150**	**$ 258,316,160**
EXPENDITURES				
General Government	$ 5,756,477	$ 6,151,463	$ 3,014,000	$ 14,921,940
Public Safety	21,075,027	1,840,694	-	22,915,721
Public Works	3,663,419	4,080,495	-	7,743,914
Highways & Streets	25,711,460	-	-	25,711,460
Environmental	389,046	6,051,323	-	6,440,369
Health Services	5,728,111	-	-	5,728,111
Culture & Recreation	46,296,444	699,252	-	46,995,696
Social Services	126,337,876	-	-	126,337,876
Debt Service	442,496	888,524	-	1,331,020
Infrastructure/Economic Development	2,205,495	-	-	2,205,495
TOTAL EXPENDITURES	**$ 237,605,851**	**$ 19,711,751**	**$ 3,014,000**	**$ 260,331,602**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (14,021,267)**	**$ 12,499,675**	**$ (493,850)**	**$ (2,015,442)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 13,924,811	$ 650,000	$ -	14,574,811
Transfers Out	(9,444,365)	(8,594,907)	-	(18,039,272)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 4,480,446**	**$ (7,944,907)**	**$ -**	**$ (3,464,461)**
NET CHANGE IN FUND BALANCE	**$ (9,540,821)**	**$ 4,554,768**	**$ (493,850)**	**$ (5,479,903)**
FUND BALANCE, BEGINNING OF YEAR	**$ 34,430,856**	**$ 80,475,089**	**$ (18,455,276)**	**$ 96,450,669**
FUND BALANCE, END OF YEAR	**$ 24,890,035**	**$ 85,029,857**	**$ (18,949,126)**	**$ 90,970,766**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 63,314,821	$ -	$ 63,314,821
Restricted for Debt Service	-	4,535,853	-	4,535,853
Reserve - Cell Phone	500,000	-	-	500,000
Reserve - Land Line Settlement	-	-	-	-
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	14,168,520	-	-	14,168,520
Unrestricted Fund Balance/Net Assets	10,221,515	17,179,183	(18,949,126)	8,451,572
TOTAL FUND BALANCE SUMMARY	**$ 24,890,035**	**$ 85,029,857**	**$ (18,949,126)**	**$ 90,970,766**

Summary of Governmental Funds

	General Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund	Parks & Stormwater Sales Tax Fund	Transportation Sales Tax Fund
EVENUES							
Taxes	$ 18,633,000	$ 1,122,500	$ 353,000	$ 353,000	$ 353,000	$ 3,060,000	$ 7,865,000
Licenses & Permits	1,500,250	-	-	-	-	-	-
Fines & Forfeitures	2,266,150	-	-	-	-	-	-
Service Charges & User Fees	153,000	30,500	5,200	594,300	105,000	-	250,500
Charges & Assessments	207,730	-	60,700	-	25,000	-	-
Other Income & Donations	371,625	1,000	11,200	31,500	250	-	25,200
Federal Grants	260,730	-	3,418,563	200,000	-	221,253	2,115,000
State Grants	87,000	-	650,331	-	34,449	-	971,254
Local Grants	177,286	-	51,600	-	-	235,000	17,000
OTAL REVENUES	**$ 23,676,771**	**$ 1,154,000**	**$ 4,550,594**	**$ 1,178,800**	**$ 517,699**	**$ 3,516,253**	**$ 11,243,954**
XPENDITURES							
General Government	$ 5,756,477	$ -	$ -	$ -	$ -	$ -	$ -
Public Safety	21,075,027	-	-	-	-	-	-
Public Works	3,493,419	-	-	-	-	-	-
Highways & Streets	-	-	-	-	-	4,953,528	9,648,907
Environmental	-	-	-	-	389,046	-	-
Health Services	-	-	5,728,111	-	-	-	-
Culture & Recreation	357,026	1,070,394	-	3,513,937	-	2,556,901	-
Social Services	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
OTAL EXPENDITURES	**$ 30,661,949**	**$ 1,070,394**	**$ 5,728,111**	**$ 3,513,937**	**$ 389,046**	**$ 7,510,429**	**$ 9,648,907**
XCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (7,005,178)**	**$ 83,606**	**$ (1,177,517)**	**$ (2,335,137)**	**$ 128,653**	**$ (3,994,176)**	**$ 1,595,047**
THER FINANCING SOURCES (USES)							
Transfers In	$ 10,799,811	$ -	$ 986,500	$ 2,136,500	$ -	$ -	$ -
Transfers Out	(6,209,343)	(55,876)	(74,731)	(139,319)	(25,953)	(303,623)	(2,215,082)
OTAL OTHER FINANCING SOURCES (USES)	**$ 4,590,466**	**$ (55,876)**	**$ 913,769**	**$ 1,997,181**	**$ (25,953)**	**$ (303,623)**	**$ (2,215,082)**
IET CHANGE IN FUND BALANCE	**$ (2,414,710)**	**$ 27,730**	**$ (263,748)**	**$ (337,956)**	**$ 102,700**	**$ (4,297,799)**	**$ (620,035)**
UND BALANCE, BEG. OF YEAR	**$ 24,735,185**	**$ 1,470,296**	**$ 531,520**	**$ 437,000**	**$ 576,586**	**$ (2,591,640)**	**$ 1,767,442**
UND BALANCE, END OF YEAR	**$ 22,320,455**	**$ 1,498,026**	**$ 267,772**	**$ 99,044**	**$ 679,286**	**$ (6,689,439)**	**$ 1,147,407**
UND BALANCE SUMMARY:							
Reserve - Cell Phone	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -
Reserve - Land Line Settlement	-	-	-	-	-	-	-
Reserved for Contingency-PS	862,813	-	-	-	-	-	-
Unrest. Pub. Safety Fund Balance	4,702,019	-	-	-	-	-	-
Reserved for Contingency	5,742,823	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	-	-	-	-	-	250,000
Unrestricted Fund Balance	10,512,800	1,498,026	267,772	99,044	679,286	(6,689,439)	897,407
OTAL FUND BALANCE SMRY	**$ 22,320,455**	**$ 1,498,026**	**$ 267,772**	**$ 99,044**	**$ 679,286**	**$ (6,689,439)**	**$ 1,147,407**

Capital Improvement Sales Tax Fund	Community Development Fund	Economic Development Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Library/ Theater Project Fund	Total Governmental Funds
$ 4,590,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 36,329,500
-	23,500	-	-	-	-	-	1,523,750
-	-	-	-	-	-	-	2,286,150
-	23,500	-	-	-	-	-	1,162,000
-	30,000	-	436,998	-	55,000	-	615,426
25,000	-	500,000	500	5,000	5,000	-	976,275
5,329,050	126,065,803	-	-	-	-	19,060,661	156,671,060
-	158,978	-	-	-	-	-	1,902,012
200,000	-	-	-	1,500,000	-	19,737,525	21,916,411
$ 10,144,050	**$ 126,301,781**	**$ 500,000**	**$ 437,496**	**$ 1,505,000**	**$ 60,000**	**$ 36,798,186**	**$ 223,584,584**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,756,477
-	-	-	-	-	-	-	21,075,027
-	-	-	-	-	170,000	-	3,663,419
11,109,025	-	-	-	-	-	-	25,711,460
-	-	-	-	-	-	-	389,046
-	-	-	-	-	-	-	5,728,111
-	-	-	-	-	-	38,798,186	46,296,444
-	126,337,876	-	-	-	-	-	126,337,876
-	-	-	442,496	-	-	-	442,496
-	-	200,000	-	2,005,495	-	-	2,205,495
$ 11,109,025	**$ 126,337,876**	**$ 200,000**	**$ 442,496**	**$ 2,005,495**	**$ 170,000**	**$ 38,798,186**	**$ 237,605,851**
$ (964,975)	**$ (36,095)**	**$ 300,000**	**$ (5,000)**	**$ (500,495)**	**$ (110,000)**	**$ -**	**$ (14,021,267)**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,924,811
(420,438)	-	-	-	-	-	-	(9,444,365)
$ (420,438)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,480,446**
$ (1,385,413)	**$ (36,095)**	**$ 300,000**	**$ (5,000)**	**$ (500,495)**	**$ (110,000)**	**$ -**	**$ (9,540,821)**
$ 246,266	**$ 163,544**	**$ 4,140,423**	**$ 93,596**	**$ 1,500,236**	**$ 1,360,422**	**$ -**	**$ 34,430,858**
$ (1,139,147)	**$ 127,449**	**$ 4,440,423**	**$ 88,596**	**$ 999,741**	**$ 1,250,422**	**$ -**	**$ 24,890,035**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	862,813
-	-	-	-	-	-	-	4,702,019
-	-	-	-	-	-	-	5,742,823
-	-	-	-	-	-	-	-
-	-	2,610,865	-	-	-	-	2,860,865
(1,139,147)	127,449	1,829,558	86,596	999,741	1,250,422	-	10,221,515
$ (1,139,147)	**$ 127,449**	**$ 4,440,423**	**$ 86,596**	**$ 999,741**	**$ 1,250,422**	**$ -**	**$ 24,890,035**

Summary of Proprietary Funds

REVENUES	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Special Events Fund
Taxes	$ -	$ -	$ 6,307,000	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	618,270	521,200	8,875,000	400,000
Charges & Assessments	-	-	35,000	-
Other Income & Donations	1,500	-	226,000	16,025
Federal Grants	4,352,200	-	-	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 4,971,970**	**$ 521,200**	**$ 15,443,000**	**$ 416,025**
EXPENSES				
General Government	$ -	$ -	$ -	$ -
Public Safety	-	-	-	-
Public Works	2,271,983	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	6,051,323	-
Health Services	-	-	-	-
Culture & Recreation	-	681,252	-	18,000
Social Services	-	-	-	-
Debt Service	-	-	888,524	-
TOTAL EXPENSES	**$ 2,271,983**	**$ 681,252**	**$ 6,939,847**	**$ 18,000**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 2,699,987**	**$ (160,052)**	**$ 8,503,153**	**$ 398,025**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 650,000	$ -	$ -	$ -
Transfers Out	(130,825)	-	(7,915,794)	(400,000)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 519,175**	**$ -**	**$ (7,915,794)**	**$ (400,000)**
NET CHANGE IN NET ASSETS	**$ 3,219,162**	**$ (160,052)**	**$ 587,359**	**$ (1,975)**
NET ASSETS, BEGINNING OF YEAR	**$ 19,848,599**	**$ 765,974**	**$ 52,734,775**	**$ 11,853**
NET ASSETS, END OF YEAR	**$ 23,067,761**	**$ 605,922**	**$ 53,322,134**	**$ 9,878**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 23,527,805	$ 601,619	$ 37,586,891	$ -
Restricted for Debt Service	-	-	4,535,853	-
Unrestricted Net Assets	(460,044)	4,303	11,199,390	9,878
TOTAL NET ASSETS SUMMARY	**$ 23,067,761**	**$ 605,922**	**$ 53,322,134**	**$ 9,878**

Public Parking Fund	Central Garage Fund	Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -	$ -	$ 6,307,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-
66,800	-	990,000	-	-	1,863,019	13,334,289
-	1,726,000	3,989,441	773,405	900,566	-	7,424,412
-	-	510,000	32,500	7,500	-	793,525
-	-	-	-	-	-	4,352,200
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 66,800	**$ 1,726,000**	**$ 5,489,441**	**$ 805,905**	**$ 908,066**	**$ 1,863,019**	**$ 32,211,426**
$ 50,999	$ -	$ 4,500,050	$ 675,000	$ 925,414	$ -	$ 6,151,463
-	-	-	-	-	1,840,694	1,840,694
-	1,808,512	-	-	-	-	4,080,495
-	-	-	-	-	-	-
-	-	-	-	-	-	6,051,323
-	-		-	-	-	-
-	-	-	-	-	-	699,252
-	-	-	-	-	-	-
-	-	-	-	-	-	888,524
$ 50,999	**$ 1,808,512**	**$ 4,500,050**	**$ 675,000**	**$ 925,414**	**$ 1,840,694**	**$ 19,711,751**
$ 15,801	**$ (82,512)**	**$ 989,391**	**$ 130,905**	**$ (17,348)**	**$ 22,325**	**$ 12,499,675**
$ -	$ -	$ -	$ -	$ -	$ -	$ 650,000
(6,604)	(11,103)	-	(18,885)	(79,055)	(32,641)	(8,594,907)
$ (6,604)	**$ (11,103)**	**$ -**	**$ (18,885)**	**$ (79,055)**	**$ (32,641)**	**$ (7,944,907)**
$ 9,197	**$ (93,615)**	**$ 989,391**	**$ 112,020**	**$ (96,403)**	**$ (10,316)**	**$ 4,554,768**
$ 249,266	**$ 368,854**	**$ 2,398,360**	**$ 2,275,911**	**$ 971,408**	**$ 850,089**	**$ 80,475,089**
$ 258,463	**$ 275,239**	**$ 3,387,751**	**$ 2,387,931**	**$ 875,005**	**$ 839,773**	**$ 85,029,857**
$ 1,967	$ 238,829	$ -	$ -	$ -	$ 1,357,710	$ 63,314,821
-	-	-	-	-	-	4,535,853
256,496	36,410	3,387,751	2,387,931	875,005	(517,937)	17,179,183
$ 258,463	**$ 275,239**	**$ 3,387,751**	**$ 2,387,931**	**$ 875,005**	**$ 839,773**	**$ 85,029,857**

Summary of Component Units

	Joplin TIF Commission	Total Component Units
REVENUES		
Taxes	$ 2,520,000	$ 2,520,000
Licenses & Permits	-	-
Fines & Forfeitures	-	-
Service Charges & User Fees	-	-
Charges & Assessments	-	-
Other Income & Donations	150	150
State Grants	-	-
Local Grants	-	-
TOTAL REVENUES	**$ 2,520,150**	**$ 2,520,150**
EXPENDITURES		
General Government	$ 3,014,000	$ 3,014,000
Public Safety	-	-
Public Works	-	-
Highways & Streets	-	-
Environmental	-	-
Health Services	-	-
Culture & Recreation	-	-
Social Services	-	-
Debt Service	-	-
TOTAL EXPENDITURES	**$ 3,014,000**	**$ 3,014,000**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (493,850)**	**$ (493,850)**
OTHER FINANCING SOURCES (USES)		
Transfers In	$ -	$ -
Transfers Out	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ (493,850)**	**$ (493,850)**
FUND BALANCE, BEGINNING OF YEAR	**$ (18,455,276)**	**$ (18,455,276)**
FUND BALANCE, END OF YEAR	**$ (18,949,126)**	**$ (18,949,126)**
FUND BALANCE SUMMARY:		
Reserved Fund Balance	$ -	$ -
Unrestricted Fund Balance	(18,949,126)	(18,949,126)
TOTAL FUND BALANCE SUMMARY	**$ (18,949,126)**	**$ (18,949,126)**

City of Joplin — City Council Agenda Item

REQUESTED SPECIAL COUNCIL MEETING DATE: OCTOBER 21, 2013

ITEM: COUNCIL BILL NO. 2013-512

ATTACHMENTS: ANTHEM BCBS STOP LOSS CONTRACT

Finance Director: Leslie Haase LH	**Date:** 10-11-13
Human Resource Director: Dave Allgood DA	**Date:** 10-14-13
City Attorney: Brian Head	**Date:** 10-14-13
City Manager: Mark Rohr RMR	**Date:** 10-15-13

INTRODUCTION:
This Council Bill approves an annual contract with Anthem BCBS to provide stop loss coverage for the City's health self-insurance coverage.

DISCUSSION:
The City awarded a contract to Anthem BCBS for administrative services and stop loss coverage for health self-insurance coverage for the 2011, 2012 and 2013 coverage. The stop loss coverage for the past three years has been $100,000 per claim. This agreement will cover the 2014 calendar year.

The current monthly rate for single stop loss coverage is $36.47 per employee, while the current monthly rate for family stop loss coverage is $116.72, which makes the annual premium approximately $492,600. Anthem BCBS offered a rate increase for $100,000 stop loss coverage of 17%. However, they also offered a rate decrease for $150,000 stop loss coverage of (24.7%).

At the proposed premium rates, if the City has four or fewer claims between $100,000 and $150,000, the $150,000 is the more cost effective rate. Since the City changed to self-insured coverage in 2011, there have been no more than four large claims over $100,000 per year. Therefore, it is recommended to switch to a stop loss amount of $150,000 per year for the 2014 calendar year and continue to monitor this annually.

The 2014 monthly rate for single stop loss coverage will be $27.47, while the monthly rate for family stop loss coverage will be $87.93, which will make the annual premium approximately $371,100. These fees are included in the health insurance premiums set annually.

For 2014, it is further recommended to keep the health insurance rates the same as 2013 rates. Therefore, the single health insurance rate will continue to be $358.30 per month, while the family health insurance rate will continue to be $1,003.26 per month.

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-512 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

MINIMUM FUNDING / ASO RENEWAL RATES

ACCOUNT NAME: CITY OF JOPLIN
GROUP NUMBER: 00226447 / 00210952 / 00210953
EFFECTIVE DATE: 1/1/14 THRU 12/31/14
LINE OF BUSINESS: **MEDICAL/DRUG**

CUSTOM BLUE PREFERRED SELECT

	EMP	EE/SP	EE/CH	FAM	COMP
# OF EES	239	45	24	208	516
SPECIFIC S-L:					
CURRENT RATES	$36.47	$116.72	$116.72	$116.72	$79.55
RENEWAL RATES $150,000	**$27.47**	**$87.93**	**$87.93**	**$87.93**	**$59.93**
% CHANGE	-24.7%	-24.7%	-24.7%	-24.7%	-24.7%
ADMINISTRATION:					
CURRENT RATES	$42.64	$42.64	$42.64	$42.64	$42.64
RENEWAL RATES	**$43.49**	**$43.49**	**$43.49**	**$43.49**	**$43.49**
% CHANGE	2.0%	2.0%	2.0%	2.0%	2.0%
TOTAL FIXED COST:					
CURRENT RATES	$79.11	$159.36	$159.36	$159.36	$122.19
RENEWAL RATES	**$70.96**	**$131.42**	**$131.42**	**$131.42**	**$103.42**
% CHANGE	-10.3%	-17.5%	-17.5%	-17.5%	-15.4%

NOTES:

Please note, at this time, we do not know if additional guidance and clarification from the U.S. Department of Health and Human Services will require additional changes to rates and benefits. For clarification purposes:

- IRS has jurisdiction over the Insurer Fee and HHS over Reinsurance Fee
- Rates and benefits for most large groups are likely to change – further communication will be sent as soon as we have additional information.

Section 1341 of the Affordable Care Act (ACA or health care reform law) provides that a transitional reinsurance program be established in each State to help stabilize premiums for coverage in the individual market during the years 2014 through 2016. ACA Reinsurance Fees in 2014 are estimated to be $5.25 per participant per month. This quote or renewal does not include the ACA Reinsurance Fees, since it is assumed that the employer will remit payment to HHS directly

Authorized Signature_____ Date_____

City of Joplin

City Council Agenda Item

REQUESTED SPECIAL COUNCIL MEETING DATE: OCTOBER 21, 2013

ITEM: COUNCIL BILL NO. 2013-513

ATTACHMENTS: ANTHEM BCBS ASO CONTRACT

Finance Director: Leslie Haase LH	**Date:** 10-11-13
Human Resource Director: Dave Allgood DA	**Date:** 10-14-13
City Attorney: Brian Head	**Date:** 10-14-13
City Manager: Mark Rohr RMR	**Date:** 10-15-13

INTRODUCTION:
This Council Bill approves an annual contract with Anthem BCBS to provide administrative services for the City's health self-insurance coverage.

DISCUSSION:
The City awarded a contract to Anthem BCBS for administrative services and stop loss coverage for health self-insurance coverage for the 2011, 2012 and 2013 coverage. This agreement will cover the 2014 calendar year.

The current monthly rate per employee for administrative services is $42.64 per month, which makes the annual premium approximately $264,000. Anthem BCBS offered a rate increase for these services of 2%. The 2014 negotiated monthly rate for per employee for administrative services is $43.49 per month, which makes the annual premium approximately $269,300. This is an annual increase of $5,300. These fees are included in the health insurance premiums set annually.

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-513 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 a Contract by and between the City of Joplin and Anthem BCBS to provide administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Your Summary of Benefits

Anthem BlueCross BlueShield

City of Joplin
Blue Preferred ® Select
Effective January 1, 2014

This benefit overview is for illustrative purposes and some content may be pending Missouri Department of Insurance approval

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$500/$1,000	$1,000/$2,000
Out-of-Pocket Limit (Single/Family)	$1,500/$3,000	$4,500/$9,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products	$25/$25 $5 20% 20%	40% 40% 40% 40%
Preventive Care Services Services included but not limited to: o Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings o Immunizations through age 5	No copayment/coinsurance NCS	40% NCS
Emergency and Urgent Care **Emergency Room Services** o **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products o Allergy injections o Allergy testing	$150 $50 20% 20% 20%	$150 40% 40% 40% 40%
Inpatient and Outpatient Professional Services Include but are not limited to: o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%
Blue 7.0 500 Series		

DRAFT

Anthem Blue Cross and Blue Shield is the trade name for RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of the Blue Cross and Blue Shield Association. ®ANTHEM is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services Unlimited days except for: • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days Network/Non-Network combined for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	20%	40%
Other Outpatient Services (including but not limited to): • Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	20% 20% 20%	40% 40% 20%
Outpatient Therapy Services **(Combined Network & Non-Network limits apply)** • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical/Manipulation therapy excluding Chiropractic Services: 20 visits • Occupational therapy: 20 visits • Chiropractic Services: 26 visits(Network only) • Speech therapy: Unlimited visits • Cardiac Rehabilitation: 36 visits • Pulmonary Rehabilitation: 20 visits	 $25/$25 20%	 40% 40%
Accidental Dental Services $3,000 per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%

DRAFT

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Behavioral Health Services[2]: **Mental Health and Substance Abuse** **(Network and Non-Network)** • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	Benefits provided in accordance with Federal Mental Health Parity	40%
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	NCS	30%
Prescription Drugs **Network Tier structure equals 1/2/3 (and 4, if applicable)** • **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip • **Anthem Rx Home Delivery Service:** (90-day supply) Includes diabetic test strip Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap **Specialty Medications** must be obtained via our Specialty Pharmacy network in order to receive network level benefits. Specialty medications are limited to 30 day supply regardless of whether they are retail or mail order.	\$10/\$30/\$50 \$25/\$75/\$125 Out of Pocket Limit None	50% (min \$60)[5] Not covered

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment and a percentage (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for eny balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practica.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies, except diabetic test strips.
- Benefit period = calendar year
- Elective abortions are not covered.

DRAFT

Your Summary of Benefits

- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime

1. These covered services for age 6 and above are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit
2. We encourage you to review the Schedule of Benefits for limitations. .
3. Kidney and cornea are treated the same as any other illness and subject to the medical benefits.
4. Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: NONE

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

DRAFT

This benefit overview is for illustrative purposes and some content may be pending Missouri Department of Insurance approval

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

City of Joplin — City Council Agenda Item

REQUESTED SPECIAL COUNCIL MEETING DATE: OCTOBER 21, 2013

ITEM: COUNCIL BILL NO. 2013-514
ATTACHMENT: DELTA DENTAL ANNUAL RENEWAL CONTRACT

Finance Director: Leslie Haase LH	**Date:** 10-11-13
Human Resource Director: Dave Allgood DA	**Date:** 10-14-13
City Attorney: Brian Head ~~BH~~	**Date:** 10-14-13
City Manager: Mark Rohr RMR	**Date:** 10-15-13

INTRODUCTION:
This Council Bill approves a renewal contract with Delta Dental to provide dental insurance coverage for City employees.

DISCUSSION:
The City is accepting a renewal agreement with the current dental provider, Delta Dental. The dental insurance coverage will increase approximately 2.56%. This contract covers the 2014 calendar year.

The total *monthly* premium cost for single coverage will increase from $28.77 to $29.51. The employee will be responsible for 30% of the monthly premium or $8.86, while the City pays 70% or $20.66 per month.

The total *monthly* premium cost for family coverage will increase from $76.54 to $78.50. The employee will be responsible for 35% of the monthly premium or $27.48, while the City pays 65% or $51.02 per month.

The contract will begin on January 1, 2014 for one year.

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-514 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein is hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

DELTA DENTAL

October 11, 2013

Mr. Mark Rohr, City Manager
City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Mr. Rohr:

I personally want to thank you for placing your trust in Delta Dental of Missouri as your dental benefits provider. It has been our pleasure to serve **City of Joplin (9155-1000 & all sub-locations)** and we hope your experience with Delta Dental has been equally exceptional.

Renewal rates effective January 1, 2014 through December 31, 2014 are as follows:

$ 29.51 Employee
$ 78.50 Employee/Family

Please keep in mind that this is your open enrollment period. Now is the time for your employees to review and make changes to their current coverage, which will become effective on your anniversary.

Thank you for your continued partnership with Delta Dental.

Sincerely,

Lynn Pyle
Regional Vice President
Phone: 417-886-3936
Fax: 417-886-4551

Authorized by City of Joplin

City of Joplin

City Council Agenda Item

REQUESTED SPECIAL COUNCIL MEETING DATE: OCTOBER 21, 2013

ITEM: COUNCIL BILL NO. 2013-515
ATTACHMENT: HARTFORD LIFE INSURANCE RENEWAL CONTRACT

Finance Director: Leslie Haase LH	**Date:** 10-11-13
Human Resource Director: Dave Allgood DA	**Date:** 10-14-13
City Attorney: Brian Head	**Date:** 10-14-13
City Manager: Mark Rohr RM	**Date:** 10-15-13

INTRODUCTION:
This Council Bill approves a renewal contract with Hartford Life Insurance Company to provide life insurance coverage for City employees.

DISCUSSION:
The City awarded a contract to Hartford Life to provide life insurance benefits in 2011 following a bid process. This agreement will cover the 2014, 2015, and 2016 calendar years. They are proposing a rate increase from .11 cents per thousand dollars of coverage to .121 cents per thousand dollars of life insurance coverage. This benefit is provided by the City and the employee has no cost in base life insurance coverage. There will be no fee increase for the additional voluntary life insurance coverage that can be elected by the employees.

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-515 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Hartford Life Insurance Company, to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and Hartford Life Insurance Company, to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, and the same is, hereby approved.

Section 2. That the contract by and between the City of Joplin and Hartford Life Insurance Company, to allow employees to purchase additional spouse and/or family life insurance coverage, plus supplemental life insurance benefits, a true and accurate copy of the same being attached hereto and incorporated herein, be, and the same is, hereby approved.

Section 3. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W Head, City Attorney

THE HARTFORD

November 1, 2013

Leslie Haas
City Of Joplin
602 S. Main Street
Joplin, MO 64801-2316

Re: January 1, 2014 Renewal Information for Your Group Benefits with The Hartford[1]

Dear Leslie Haas:

Thank you for giving The Hartford the opportunity to provide benefits to the employees of City Of Joplin. The Hartford is committed to enhancing your employees' financial security and helping you provide attractive benefits. We look forward to renewing the Life benefits at this time and continuing our relationship for many years to come.

To determine the renewal rate, The Hartford analyzes a variety of factors to ensure that you receive excellent benefits and valuable service at a competitive and affordable price. A careful review is conducted of your demographic information, industry classifications, experience results, and overall benefit package.

We have completed a comprehensive review of your benefit plan in order to determine the appropriate funding level for the upcoming new policy period, beginning January 1, 2014. The chart below summarizes the detailed renewal rate information. These renewal rates require that all coverage lines are renewed as a package.

Coverage and Policy Number	Volume	Current Rate	* Current Monthly Premium	Renewal Rate as of 01/01/2014	* Renewal Monthly Premium	Monthly Premium Change	Rate Guaranteed Until
Basic Life 870772G	27,427,500	$ 0.11 per 1000	$ 3,017	$ 0.121 per 1000	$ 3,319	$ 302	01/01/2017
Supp. Life 870772G		See following table for details					
Supp. Dep. Life 870772G		See following table for details					
Basic ADD 870772G	27,427,500	$ 0.015 per 1000	$ 411	No Change	No Change	$ 0	01/01/2017

* For policies that are list-billed by The Hartford, premium and volumes are based on the most recent list bill. For policies that are self-administered, premiums and volumes are based on the most recent census information that we have on file.

[1] The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life and Accident Insurance Company and Hartford Life Insurance Company.

Supp Life, 870771
Rate Guaranteed Until 01/01/2017
All rates are per 1,000

Age Range	Current Rate	Renewal Rate as of 01/01/2014
0-24	$0.05	$0.05
25-29	$0.05	$0.05
30-34	$0.05	$0.05
35-39	$0.08	$0.08
40-44	$0.12	$0.12
45-49	$0.19	$0.19
50-54	$0.33	$0.33
55-59	$0.53	$0.53
60-64	$0.71	$0.71
65-69	$1.11	$1.11
70-74	$1.93	$1.93
>75	$3.34	$3.34

Supp Dep Life, 870771
Rate Guaranteed Until 01/01/2017
All rates are per 1,000

Age Range	Current Rate	Renewal Rate as of 01/01/2014
0-24	$0.05	$0.05
25-29	$0.05	$0.05
30-34	$0.05	$0.05
35-39	$0.08	$0.08
40-44	$0.12	$0.12
45-49	$0.19	$0.19
50-54	$0.33	$0.33
55-59	$0.53	$0.53
60-64	$0.71	$0.71
65-69	$1.11	$1.11
70-74	$1.93	$1.93
>75	$3.34	$3.34

Doing business with The Hartford is about much more than price. We deliver on our promises every day through product features and responsive service targeted to you and your employees' unique needs.

***MyTomorrow℠*: Help Them Protect What They Earn**

Educating employees is key to empowering them. That's especially true when they're enrolling for benefits. Now there's a fun, interactive way to get them up to speed: MyTomorrow℠. It helps employees understand how their benefits work so they can take wise steps to help protect their income from the unexpected. The Hartford creates MyTomorrow℠ sites customized for your company. We can tailor your landing page to display key enrollment content such as company logo, benefit highlights, enrollment information, access to enrollment forms or an online enrollment site, contact information, and other benefits information. Once it's linked to your benefits Web site through a unique URL or distributed by an email blast to employees, MyTomorrow℠ can be accessed

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securely from home as well as work. This friendly, online environment can help clarify what the benefits you are providing cover, address the affordability of these products and some common misconceptions, offer them access to your company's plan details and enrollment form/site, and more. Income protection can be a complex issue. But with MyTomorrow[SM], your employees will have a convenient tool to help them make good decisions.

Additional Services for Employees

There are some life conversations that no one wants to have - especially when it involves planning for financial matters, insurance needs, making end-of-life decisions or planning for the loss of a loved one. That's why many of The Hartford's group benefits products include various value added services, designed to help employees with the challenges that come before and after a claim. Services include:

- **Estate Guidance® Will Services.**[3] (Life) A service that helps employees protect their family's future by creating a customized and legally binding online will. Online support is also available from licensed attorneys, if needed.
- **Beneficiary Assist® Counseling Services.**[4] (Life and Accident) Compassionate expertise to help employees or their loved ones cope with emotional, financial and legal issues that arise after a loss. Includes unlimited phone contact with professionals, as well as five face-to-face sessions.
- **Travel Assistance & ID Theft Protection Services.**[5] (Life, Accident & Long-term Disability) Services include pre-trip information that helps employees feel safe and secure while traveling. It also gives them access to medical professionals across the globe for medical assistance when traveling 100+ miles away from home for 90 days or less when unexpected detours arise. Another important service is ID theft protection, available 24/7 whether home or away. Protection is provided two ways: Educational materials to help prevent identity theft and access to caseworkers who can help victims resolve problems that result from identity theft.
- **EmployerView®** - The Hartford's industry-leading online solution provides important tools and resources available 24/7 for your convenience – at no additional cost.

  For more information on these value added services, visit us online at **www.thehartford.com/employee-group-benefits**.

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The Hartford is dedicated to providing responsive customer service to you and your employees. We regularly conduct surveys with producers, employers, and claimants to monitor satisfaction with The Hartford's group life and disability plans. Results from these studies show how well we meet customers' needs and ensure that we continue to deliver the right products and services.

Sincerely,

David Trace

[1] The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life and Accident Insurance Company and Hartford Life Insurance Company.

Account Executive, Group Benefits
The Hartford
2 North LaSalle Street
Suite 2600
Chicago, IL 60602
Phone: 1-312-384-7712

cc: Daniel Arntzen, Segal

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