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

October 20, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

1. **Call to Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**
   1. Charles Farren, 805 West 11th Street, Joplin requests to address concerning making the city better by helping with rebuilding efforts.

7. **Public Hearings**
   1. COUNCIL BILL NO. 2014-273-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3-PD property as described below and located at 305 South High Avenue in the City of Joplin, Jasper County, Missouri. (Requested by City of Joplin, Planning and Zoning recommended approval).

   2. COUNCIL BILL NO. 2014-274-AN ORDINANCE providing for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, 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.

8. Consent Agenda

1. Minutes of the October 6, 2014 Council Meeting

2. COUNCIL BILL NO. 2014-023 - AN ORDINANCE amending Chapter 94, Zoning, of the Joplin City Code, by enacting a new Article IV., Department of Planning, Development and Neighborhood Services., Sec. 94-91. Director of planning, development and neighborhood services; and Sec. 94-92. Powers and Duties.

3. COUNCIL BILL NO. 2014-270 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at the southeast corner of Seventh Street and Schifferdecker Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2014-271 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located at 2808 South Picher Avenue in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2014-272 - AN ORDINANCE Request to Review the Amended Final Plat for 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.

6. COUNCIL BILL NO. 2014-455 - AN ORDINANCE amending Chapter 62, Health and Sanitation, of the Code of Ordinances of the City of Joplin, Missouri, by repealing Section 62-111, Food code adopted., and Section 62-112, Amendments to food code., and enacting in lieu thereof, Sections 62-111, "Food Service Sanitation.", and 62-112, "Amendments to Food Service Sanitation.", providing generally for the adoption of the 2009 Food Code as written by the Food and Drug Administration as adopted by the State of Missouri Department of Health as the Missouri Food Code as published June 3, 2013 and providing certain amendments thereto.

9. Resolutions

1. RESOLUTION NO. 2014-019 -A RESOLUTION authorizing the filing of a Third Partial Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014 – 179 - AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1203 W. 6TH St.. in the City of Joplin, Missouri, for the amount of Two Thousand Three Hundred Eighty Eight and 00/100 Dollar ($2,388.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

2. COUNCIL BILL NO. 2014-180 -AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1403 Missouri in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Forty Nine and 00/100 Dollar ($1,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3. COUNCIL BILL NO. 2014-181-AN ORDINANCE approving a contract with Dalton-Killinger Construction Company in the amount of One Million Sixty Five Thousand Fifty Three and no/100 Dollars ($1,065,053.00) for the Construction of Storm Water Improvements at 26th St. & Michigan Avenue and 24th Street & Patterson Ave project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

4. COUNCIL BILL NO. 2014-182-AN ORDINANCE approving a contract with Asbell Excavating & Trucking Co. in the amount of Thirty Seven Thousand Six Hundred Thirty Nine and 40/100 Dollars ($37,639.40) for the Crossroads Pressure Sewer Line Relocation Project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

5. COUNCIL BILL NO. 2014-456 - 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 Interim City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

6. COUNCIL BILL NO. 2014-457-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.

7. COUNCIL BILL NO. 2014-516 - AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and 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.

8. COUNCIL BILL NO. 2014-517-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.

9. COUNCIL BILL NO. 2014-518-AN ORDINANCE approving a Contract by and between the City of Joplin and Humana to provide voluntary vision 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.

10. COUNCIL BILL NO. 2014-519-AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

11. COUNCIL BILL NO. 2014-520-AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2014 to October 31, 2015, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-621 - AN ORDINANCE approving a License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, a Municipal Corporation, and Crowder College; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Case 041-14: Northeast corner of High Avenue and 3rd Street – A request for a Site Plan Review for the redevelopment of Joe Becker Stadium, located in a District C-3 PD (Commercial – Planned Development) zoning district – City of Joplin.

2. News from the PIO.

3**.** Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2013, and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Notice posted at 4:30p.m. on this the 16th day of October, 2014. (RSMo 610.020)

CITIZENS REQUESTS

CITY OF JOPLIN MISSOURI

REQUEST TO ADDRESS COUNCIL

Date: 10-8-14

TO: Joplin City Council members:

I would like to address the Joplin City Council at the October 2014 meeting on the following subject:
(date)

Making the city better helping with rebuilding efforts

RECEIVED
OCT - 8 2014
OFFICE OF CITY CLERK
CITY OF JOPLIN MISSOURI

Name: Charles Farren
(Please print)
Address: 805 w 11th st. Joplin
Daytime Phone: 624-2095
Phone No.: _____

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the Joplin City Council regarding an item on the Council Agenda, are requested to follow these rules:

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

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

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

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

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

Thank you for your consideration and understanding.

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014
ITEM: Council Bill No. 2014-273

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Nicholas A. Heatherly DATE: 10/14/14
INTERIM CITY MANAGER: Samuel L. Anselm DATE: 10/14/14
CITY ATTORNEY: Peter C. Edwards DATE: 10/14/14
BOARD OR COMMISSION: Planning & Zoning Commission DATE: 10/13/14

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

SUMMARY/REQUEST:
Case 036-14: 305 South High Avenue – A request to rezone property from District R-2 (Two-Family Residential) to District C-3 PD (Commercial – Planned Development) for the redevelopment of Joe Becker Stadium – City of Joplin.

STAFF SUMMARY:
The proposed rezoning is to support the redevelopment of Joe Becker Stadium at the northeast corner of Third Street and High Avenue. This property will be used for parking with the potential to be developed in the future with commercial/retail uses that support the stadium.

Staff recommends approval of Case 036-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright stated that this is a request to rezone property that was originally included in the first rezoning of Joe Becker Stadium but was removed because it had not been officially acquired yet by the baseball team. The property has now been acquired, and the City is requesting to rezone this property to District C-3-PD to conform to the surrounding zoning district, as well as to potentially be developed as commercial in the future. The existing house on this site will be demolished to provide parking space for Joe Becker Stadium.

Mr. Cortez asked if the City has purchased all that property, and Mr. Wright replied yes. The City owns the properties facing Third Street. The remaining properties are all owned by the baseball team, but the City has their consent to represent them.

PUBLIC COMMENT:
None.

REZONING APPLICATION FORM

RECEIVED 9-26-14

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

For Office Use Only
Case No.: 0316-14
Filing Fee: $350.00
Date Advertised: 09-28-14
Date Notices Sent: 09-30-14
P&Z Date: 10-13-14
City Council Date: 10-20-14

APPLICANT: City of Joplin, Mo
ADDRESS: 602 S. main Joplin Mo PHONE: 417-624-0820
EMAIL: ZIP: 64801
OWNER: Charter Sports
ADDRESS: 1776 N. Scottsdale Rd. Scottsdale AZ PHONE:
EMAIL: ZIP: 85257
LOCATION OF PROPERTY: 305 S. High Ave.
LEGAL DESCRIPTION: See attached

Present Zoning R-2 Requested Zoning: C-3 PD Acreage: .57
Present Use of Property: Single-family
Proposed Use of Property: Commercial - Recreation, entertainment

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	C-3 PD
South	Vacant	C-3 PD
East	Vacant	C-3 PD
West	Industrial	M-2

CHARACTER OF THE NEIGHBORHOOD: Mix of commercial, industrial, + Recreation

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? Future land use shows medium-density Residential. However, the close proximity to 4th St. & other commercial areas will not create a stand alone district.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: High Ave.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? N/A
2. Properly Sized Street Right-of-Way?
3. Drainage Easements?
4. Utility Easements:
   - Electricity?
   - Gas?
   - Sewers?
   - Water?
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
The Rezoning will support the redevelopment of Joe Becker Stadium.

SIGNATURE: [signature] DATE: 9-26-14

BY: TROY BOLANDER

TITLE: PLANNING & COMM. DEV. DIRECTOR

[signature] 9/26/14

Matt Wright

Planning & Comm. Dev. Planner

Z&P Meeting: October 13, 2014
City Council Meeting: October 20, 2014

STAFF PLANNING REPORT
Rezoning

CASE 036-14:

A request to rezone from District R-2 (Two-Family Residential) to District C-3 PD (Commercial – Planned Development) for the redevelopment of Joe Becker Stadium.

APPLICANT: City of Joplin

LOCATION: 305 S. High Avenue

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

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-2	Single-Family	120' x 210' / 25,200 ft² / .58 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3 PD	C-3 PD	C-3 PD	M-2
Land Use	Vacant	Vacant	Vacant	Industrial

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as medium-density residential. However, adjacent properties are designated as commercial and industrial, not creating a stand-alone district.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
High Avenue	Local	50'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

The proposed rezoning is to support the redevelopment of Joe Becker Stadium at the northeast corner of 3rd Street and High Avenue. This property will be used for parking with the potential to be developed in the future with commercial/retail uses that support the stadium.

Staff recommends approval of Case 036-14.

ENCLOSURES:

None



Case 036-14: A request to rezone property from District R-2 (Two-Family Residential) to District C-3 PD (Commercial - Planned Development) at 305 S. High Avenue for the redevelopment of Joe Becker Stadium. - City of Joplin

Case 036-14: 305 South High Avenue – A request to rezone property from District R-2 (Two-Family Residential) to District C-3 PD (Commercial – Planned Development) for the redevelopment of Joe Becker Stadium – City of Joplin.

Mr. Eastman opened the public hearing for Case 036-14.

Mr. Wright stated that this is a request to rezone property that was originally included in the first rezoning of Joe Becker Stadium but was removed because it had not been officially acquired yet by the baseball team. The property has now been acquired, and the City is requesting to rezone this property to District C-3-PD to conform to the surrounding zoning district, as well as to potentially be developed as commercial in the future. The existing house on this site will be demolished to provide parking space for Joe Becker Stadium.

Mr. Cortez asked if the City has purchased all that property, and Mr. Wright replied yes. The City owns the properties facing Third Street. The remaining properties are all owned by the baseball team, but the City has their consent to represent them.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 036-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 036-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 036-14
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-273 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3-PD property as described below and located at 305 South High Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-2 and including same in District C-3-PD:

All of Lot Numbered Twenty-four (24) in Taylor's Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, together with the alley way, running East and West between the South Half of Lot Numbered Twenty-four (24) and the North Half of Lot Numbered Twenty-five (25) in Taylor's Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014
ITEM: Council Bill No. 2014-274

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Nicholas A. Heatherly NAH DATE: 10/14/14
INTERIM CITY MANAGER: Samuel L. Anselm SLA DATE: 10/14/14
CITY ATTORNEY: Peter C. Edwards PCE DATE: 10/14/14
BOARD OR COMMISSION: Planning & Zoning Commission NAW DATE: 10/13/14

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

SUMMARY/REQUEST:
Case 037-14: Third Street between High and Comingo Avenues – A request for the vacation of all of 3rd Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium – City of Joplin.

STAFF SUMMARY:
The street and partial utility easement vacation will support the redevelopment of Joe Becker Stadium. The footprint of the stadium is being expanded and will include permanent structures in the north half of the existing right-of-way. No permanent structures are permitted in the right-of-way or utility easement, and therefore needs to be vacated to support the redevelopment.

Several utilities are located within the south half of the right-of-way. The right-of-way will be vacated, but a utility easement will remain that will allow utilities to continue to maintain their lines.

Staff recommends approval of Case 037-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright stated that this is a request to vacate all of the Third Street right-of-way but maintain the south half as a utility easement. All utilities have consented to the vacation, with the easement being provided to protect their existing lines, all of which are located in the south half of the right-of-way. The vacation will allow for the redevelopment of Joe Becker Stadium, as part of the stadium will be developed into the existing street right-of-way. The south half will be used as a pedestrian plaza area.

Mr. Cortez asked if a through street will still exist. Mr. Wright replied no, with only a utility easement remaining.

Mr. Cortez asked about access to the Boys' and Girls' Club to the east, and Mr. Wright replied through Comingo Avenue.

Mr. Ramsour asked if Comingo Avenue lies between the stadium and the Boys' and Girls' Club and if it is still an open street or if it has been vacated. Mr. Wright thought it had been vacated.

PUBLIC COMMENT:
None.

RECEIVED
9-26-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 037-14
Filing Fee: $ 350.00
Date Advertised: 09-28-14
Date Notices Sent 09-30-14
Public Hearing Date: 10-13-14 / 10-20-14

I. Applicant Name: City of Joplin, MO Phone: 417-624-0820

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

Address: 602 S. Main St. Joplin MO Zip: 64801

Email: _____

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

Street Vacation ✓

Alley Vacation _____

Utility vacation ✓ (partial)

Other (Please specify) _____

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

_____

_____

_____

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

1. Private rights will not be injured or endangered by the vacation. City of Joplin owns property adjacent to R-O-W. No other properties will lose access to property. South half will retain utility easement.

2. The vacation will not cause the public to suffer a loss or inconvenience. The public will have access through 4th St., High, & Camingo Avenues

3. In justice to the applicant(s) the vacation should be granted. The Request will support the Redevelopment of Joe Becker Stadium.

V. Required Attachments:

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

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

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

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

SIGNATURE: _____ DATE: 9-22-14

BY: TROY BOLANDER

TITLE: PLAN. & CMNTY. DEV. MGR.

Z&P Meeting: October 13, 2014
City Council Meeting: October 20, 2014

STAFF PLANNING REPORT
Vacation

CASE 037-14:

A request for the vacation of all of 3rd Street right-of-way between High and Comingo Avenues, and to vacate the north half of the utility easement for the redevelopment of Joe Becker Stadium.

APPLICANT: City of Joplin

REPRESENTATIVE: N/A

LOCATION: 3rd Street between High and Comingo Avenues

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Street right-of-way	50' x 430' (approx.)
Utility easement	25' x 430' (approx.)

REASON FOR VACATION:

The applicant owns both sides of the street and is requesting to vacate for the redevelopment of Joe Becker Stadium. The north half of the utility easement will be vacated. The south half of the utility easement will remain for existing utilities.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes (south half)

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Yes (south half)

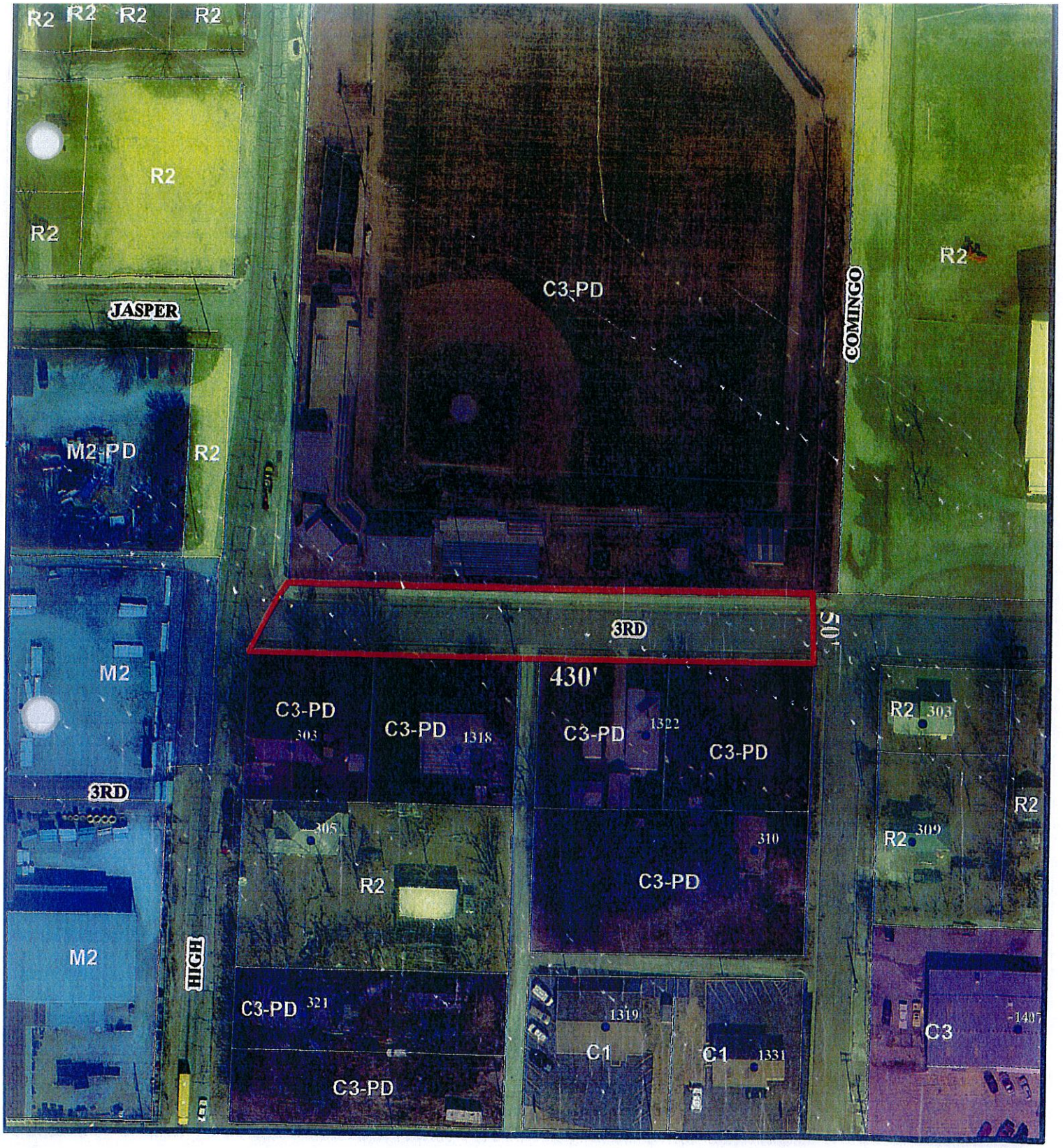
DISCUSSION:

The street and partial utility easement vacation will support the redevelopment of Joe Becker Stadium. The footprint of the stadium is being expanded and will include permanent structures in the north half of the existing right-of-way. No permanent structures are permitted in the right-of-way or utility easement, and therefore needs to be vacated to support the redevelopment.

Several utilities are located within the south half of the right-of-way. The right-of-way will be vacated, but a utility easement will remain that will allow utilities to continue to maintain their lines.

Staff recommends approval of Case 037-14.

ENCLOSURES: None



Case 037-14: A request to vacate all of 3rd Street right-of-way between High and Comingo Avenues, and to vacate the north half of the utility easement for the redevelopment of Joe Becker Stadium. - City of Joplin

Case 037-14: Third Street between High and Comingo Avenues – A request for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium – City of Joplin.

Mr. Eastman opened the public hearing for Case 037-14.

Mr. Wright stated that this is a request to vacate all of the Third Street right-of-way but maintain the south half as a utility easement. All utilities have consented to the vacation, with the easement being provided to protect their existing lines, all of which are located in the south half of the right-of-way. The vacation will allow for the redevelopment of Joe Becker Stadium, as part of the stadium will be developed into the existing street right-of-way. The south half will be used as a pedestrian plaza area.

Mr. Cortez asked if a through street will still exist. Mr. Wright replied no, with only a utility easement remaining.

Mr. Cortez asked about access to the Boys' and Girls' Club to the east, and Mr. Wright replied through Comingo Avenue.

Mr. Ramsour asked if Comingo Avenue lies between the stadium and the Boys' and Girls' Club and if it is still an open street or if it has been vacated. Mr. Wright thought it had been vacated.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 037-14.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 037-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 037-14
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-274 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of Third Street right-of-way between High and Comingo Avenues and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All that part of 3rd Street (formerly known as Woodson Avenue) lying between the east right-of-way line of Comingo Avenue and the west right-of-way line of High Street in Taylor's Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES October 6, 2014

CALL TO ORDER

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

ROLL CALL – Motion by Mr. Woolston, Second by Mr. Glaze to excuse Mrs. Lewis. Motion carried 7-1. Also in attendance were Interim City Manager Sam Anselm and City Attorney Peter Edwards.

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Mr. Shaw

PRESENTATIONS Recognition to Emergency Management Director Keith Stammer by Southwest Missouri Fraternal Order of Police. Darren McIntosh, FOP and Chris Carriger of Jasper County presented Keith Stammer, Emergency Management Director, with a plaque for his work with leading agencies throughout the disaster recovery to the city. Keith Stammer said he worked with 535 different agencies. He said all worked together as one department. From those 150 were law enforcement. He noted all agencies worked well together during and afterwards. He thanked them for the recognition.

Semi-Annual Insurance Update – Leslie Haase – Segal – Leslie Haase presented the Semi Annual insurance update to Council. Motion by Mr. Scearce, Second by Mr. Glaze to vote on Scenario one regarding the out of pocket scenario as presented on the 2015 Maximum out of pocket guidance and plan design analysis.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures: read by City Clerk Barbara Hogelin

PUBLIC HEARING for COUNCIL BILL NO. 2014-270

ACTION

Mayor Michael Seibert opened the Public Hearing

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

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2014-270. Motion by Mr. Shaw, Second by Mr. Glaze, to Pass Council Bill No. 2014-270 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Bill was read as being COUNCIL BILL NO. 2014-270

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at the southeast corner of Seventh Street and Schifferdecker Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-271

Mayor Michael Seibert opened the Public Hearing

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

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2014-271. Motion by Mr. Stanley, Second by Mr. Shaw, to Pass Council Bill No. 2014-271 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Bill was read as being COUNCIL BILL NO. 2014-271

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located at 2808 South Picher Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for Special Use Permit located at 2000 West 7th Street.

Mayor Michael Seibert opened the Public Hearing

Pete Daniels, 702 Crystal Street, Lowell, Arkansas, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Scearce introduced Resolution No. 2014-271. Motion by Mr. Scearce, Second by Mr. Glaze, to Approve Resolution No. 2014-018. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Bill was read as being RESOLUTION NO. 2014-018

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

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

Minutes of the September 15, 2014 Council Meeting

COUNCIL BILL NO. 2014-167 - AN ORDINANCE approving an agreement with James H. Rentfrow and Peggy I. Rentfrow to provide residential development sanitary sewer to property located at 3110 S. Catnip Lane, authorizing the City Manager to execute said agreement for and on behalf of the City. Ordinance No. 2014-154

COUNCIL BILL NO. 2014-272 - AN ORDINANCE Request to Review the Amended Final Plat for 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.

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2014-173. Motion by Mr. Shaw, Second by Mr. Stanley, to Adopt Council Bill No. 2014-173. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-155

AN ORDINANCE approving a change order to Ace Pipe Cleaning Inc. for Five Hundred Thousand and No/100 Dollars ($500,000.00) for the Evaluation and Rehabilitation of Wastewater Collection System; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2014-174. Motion by Dr. Rosenberg, Second by Mr. Scearce, to Adopt Council Bill No. 2014-174. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-156

AN ORDINANCE approving the contract between the City of Joplin, Missouri and Central States Bus Sales, Inc. in the amount of Two Hundred Thirty-Three Thousand Six Hundred Forty-Two Dollars ($233,642) for the purchase of (2) two medium duty low floor cut-a-way vehicles per the specifications of Bid #2014-19; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-175. Motion by Mr. Stanley, Second by Mr. Shaw, to Adopt Council Bill No. 2014-175. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-157

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, 2014, through October 31, 2015, 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.

Mr. Shaw introduced Council Bill No. 2014-176. Motion by Mr. Shaw, Second by Mrs. Colbert-Kean, to Adopt Council Bill No. 2014-176. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-158

AN ORDINANCE approving the City of Joplin to enter into an Agreement with the Kansas City Southern Railroad for Easements and Right of Way for the 20th Street Grade Separation Project in the City of Joplin and authorizing the Director of Public Works of the City of Joplin to execute said Agreement; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-177. Motion by Mr. Stanley, Second by Mr. Glaze, to Adopt Council Bill No. 2014-177. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-159

AN ORDINANCE approving the City of Joplin to enter into an Agreement with the Kansas City Southern Railroad for the 20th Street Grade Separation Project in the City of Joplin and authorizing the Director of Public Works of the City of Joplin to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-178. Motion by Mr. Glaze, Second by Mr. Scearce, to Adopt Council Bill No. 2014-178. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-160

AN ORDINANCE authorizing the purchase of an Elgin Broom Badger Street Sweeper from the Missouri Highways and Transportation Commission, (MoDOT) bid list in the amount of Two Hundred and Four Thousand, Six Hundred and Twenty Dollars ($204,620.00), using funds set aside for Capital Improvement used for the Maintenance of the City of Joplin; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-454. Motion by Mr. Scearce, Second by Dr. Rosenberg, to Adopt Council Bill No. 2014-454. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absence: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-161

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2014 and running through September 30, 2015, for the amount of Thirty-Two Thousand, Seven Hundred Twenty-Two Dollars and Sixty-Eight Cents ($32,722.68), to enable the Health Department to provide maternal and child health services to residents of Joplin, authorizing the Interim City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2014-023. Motion by Mr. Scearce, Second by Dr. Rosenberg, that Council Bill No. 2014-023 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was read as being COUNCIL BILL NO. 2014-023

AN ORDINANCE amending Chapter 94, Zoning, of the Joplin City Code, by enacting a new Article IV., Department of Planning, Development and Neighborhood Services., Sec. 94-91. Director of planning, development and neighborhood services; and Sec. 94-92. Powers and Duties.

Mr. Scearce introduced Council Bill No. 2014-455. Motion by Mr. Scearce, Second by Dr. Rosenberg, that Council Bill No. 2014-455 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was read as being COUNCIL BILL NO. 2014-455

AN ORDINANCE amending Chapter 62, Health and Sanitation, of the Code of Ordinances of the City of Joplin, Missouri, by repealing Section 62-111, Food code adopted., and Section 62-112, Amendments to food code., and enacting in lieu thereof, Sections 62-111, "Food Service Sanitation.", and 62-112, "Amendments to Food Service Sanitation.", providing generally for the adoption of the 2009 Food Code as written by the Food and Drug Administration as adopted by the State of Missouri Department of Health as the Missouri Food Code as published June 3, 2013 and providing certain amendments thereto.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Discussion and vote to charge the Finance Committee with looking at our purchasing procedures and other items council may charge them with. Motion by Mr. Woolston, Second by Dr. Rosenberg for the charge of Finance Committee to review the Golf Course operations. Voting in favor were Council Members: Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston. 6 Nays: 2, Colbert-Kean, Stanley. Absent: 1, Lewis.

City Manager said the next work session is scheduled for Monday, October 13, on Waste Water Rates.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2013, and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Mr. Shaw, to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

There being no further business the meeting adjourned at 7:45 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 20, 2014

Item: CDBG – Disaster Recovery Round 2 Partial Action Plan #3
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan #3
2) Resolution No. 2014-019

Department Head: Nick Heatherly — Date: 10/15/14
Planning & Community Development Director: Troy Bolander — Date: 10-15-14
Finance Department: Leslie Haase — Date: 10-15-14
City Attorney: Peter Edwards — Date: 10/15/14
Interim City Manager: Sam Anselm — Date: 10/15/14

Recommended Action: Approval of Resolution No. 2014-019

INTRODUCTION:

The following is a resolution that authorizes the filing of Partial Action Plan #3 as the fourth amendment to the Initial Action Plan submitted on September 13, 2013 to the U.S. Department of Housing and Urban Development (HUD) for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program.

DISCUSSION:
This Plan describes activities proposed for the third Partial Action Plan and the addition of $10,051,000.00 of the approximate $113 million grant funds. A summary of the activities is listed below:

1)	Sanitary Sewer (Design & Construction Phase 2)	$ 2,500,000.00
2)	Crosslines Community Center	555,000.00
3)	Early Childhood Center	5,000,000.00
4)	Infrastructure Activities (Street Improvements)	1,000,000.00
5)	Planning and Administration	996,000.00
	TOTAL	**$ 10,051,000.00**

This plan was developed by City Staff through a review of pre and post-disaster plans for community needs

In addition, this plan was posted on the City's website and a 7 day public comment period was observed beginning on October 13, 2014 to solicit public comments regarding the proposed

activities. Any comments received will be brought forward to City Council on October 20, 2014 and then forwarded to HUD with the Action Plan. Once projects are in the Action Plan, the city has two years to expend the disaster funds. As additional projects are ready to move forward, the partial Action Plan must be amended to include the projects.

Upon approval by HUD of the Third Partial Action Plan and subsequent grant agreement, the City will have committed a total of approximately $32.4 million to date. Under the federal regulations dictating the use of this round of CDBG disaster recovery funds, all of the projects must be listed in the Action Plan by September of 2017 and the entire $113 million must be expended two years later in 2019.

RECOMMENDATION:

City staff recommends approval of this Resolution.

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY- ROUND II ($113M)

PARTIAL ACTION PLAN #3 FOR

THE CITY OF JOPLIN

(AMENDMENT 4 TO INITIAL ACTION PLAN)

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

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I. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild. The CDBG-DR program provides communities with resources to address a wide range of post-disaster community development needs, and the City of Joplin has outlined in this Partial Action Plan how the community will use its second allocation to support recovery from this event.

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

HOUSING IMPACT AND UNMET NEEDS

The majority of the property in Joplin that was affected by the May 22, 2011 tornado was residential property that contained a variety of single and multi-family units as well as owner and renter-occupied dwellings. Residents of all demographics and income statuses were affected by the tornado because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods.

Within this specific Action Plan, no discrete housing activities are planned. However, the City continues to investigate potential housing activities, which may be included in future Action Plans, to support the rebuilding of the community. Ongoing housing activities are detailed within existing Action Plans previously prepared and submitted.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

The City's previous round of CDBG-DR funding was allocated to infrastructure based on the immediate assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado. Since that time, additional assessments have been conducted to update the unmet infrastructure needs inside the tornado-affected area. In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, these projects will be developed to ensure that all residents will have the benefit of infrastructure that will enhance their quality of life and protect property. These projects will include repairs necessary due to direct storm damage, repairs due to damage from recovery efforts, and projects designed to further enhance systems to attract residents to repopulate the area.

Crosslines Community Facility

Upon the shutdown of the Salvation Army's support of the Government Food Commodities Program following the 2011 disaster, Crosslines expanded their current operations to assume the role as the only agency in the Joplin area that distributed Government Food Commodities. While an additional 1,278 square feet was added to their Food Pantry and cooler space in 2013 to relieve immediate capacity needs, more permanent space was still needed in order to keep up with the increased demand in services due to the Salvation Army's departure from the Program, as well as the new needs of low income individuals displaced or otherwise impacted by the disaster.

As a result, Crosslines is seeking support in its effort to rehabilitate the Joplin Supply Company facility and convert it into a larger community service facility to support their increased community needs. This new facility will be a driving force in the community by helping to stabilize economic activity through ongoing support of elderly, disabled, and low income individuals and families by providing supplemental "hand up" support to those who have fallen on difficult financial circumstances and the gap left in these services after the disaster.

Early Childhood Center

The Joplin community has always struggled to successfully meet the needs of its youngest and most vulnerable children with not having enough early childhood space. Since the tornado, this situation has become exponentially worse. Due to the critical shortage, parents report they must seek childcare in other, neighboring communities. In order for families to continue working, they are in dire need of affordable daycare services, and yet the availability of high quality daycare has reached crisis proportions.

The Joplin Schools Early Childhood Center's goal is to serve 600 children, including daycare from 6AM to 6PM for children ages 6 weeks to 5 years. The Center will also include special education services, at-risk services (Title I), and half day preschool for ages 3 years to 5 years. The Parents as Teachers Model Program for the State of Missouri will also be included in the Center. Certified teachers will instruct preschool students with state approved curriculum. The daycare will be licensed by the State of Missouri. A site based health clinic will also be included to serve these students.

Sanitary Sewer Improvements

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

All EDR area sanitary sewers were videoed, measured, and rated between 1 and 5; 1 being the best condition and 5 being the worst condition. The City extrapolated those rankings and percentages across the entire tornado area. The City estimates approximately $12 million will be needed for repairing the category 3 and above lines which are comprised of approximately 444,000 linear feet of Sanitary Sewer.

Public Infrastructure (Street Improvements)

Storm Sewers

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

Staff surveyed the existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. Thirty-four projects have been identified that consist of existing priority drainage problems; these are largely made up of required residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving

activity to minimize damage to new pavement.

Curb & Gutter
Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff have determined that the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb, in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved.

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

Staff code enforcement officers surveyed the area with sidewalk on one or both sides to determine condition. After the survey, it was determined there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and 38,178 feet to add sidewalk on both sides in areas with only one sidewalk, the City has a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area.

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

ECONOMIC IMPACT AND UNMET NEEDS

The path of the May 22, 2011 tornado also crossed several commercial corridors in the City of Joplin which had a large effect on the local economy. There were 553 businesses destroyed or severely damaged during the tornado, and approximately 90 percent, or 500 businesses, are back in operation. Thirty businesses have indicated that they will not rebuild/reopen.

Within this specific Action Plan, no discrete economic development activities are planned. However the City continues to investigate potential economic development activities, which may be included in future Action Plans, to support the rebuild of the community. Ongoing economic development activities are detailed within existing Action Plans previously prepared and submitted.

CONNECTION BETWEEN UNMET NEEDS AND ALLOCATION

The three categories of Housing, Infrastructure, and Economic Need were individually discussed at the beginning of this document. The City has evaluated the needs in these three categories and determined the greatest amount of need to be in the public infrastructure category. Additionally, an unmet public service need has been identified that needs to be addressed. The City does strongly believe, however, that if the recovery of one of these sectors occurred in an isolated way, the community would not have a healthy, sustainable recovery.

Although the City has identified the activities above, it is anticipated that future projects will be identified and included in future Partial Action Plans that will assist in providing housing, infrastructure, and economic development resources to the residents that will encourage a repopulation of the tornado area. The City is focused on efficiently and effectively providing as much funding as possible to make this portion of the community an area that will attract residents now and in the future.

II. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public and working with other public entities, and has even started the process for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved.

During the Citizens Advisory Recovery Team (CART) process, a large outcome of these public participation forums was the desire for trails and green-spaces. These forums became a great tool to educate the public with the concept that placement of green-spaces and potential trails were ideal for floodplain areas. The placement of floodplains in Joplin has been utilized to co-locate parks in the past, and the idea of extending the system along these areas was heavily promoted both by the citizens and for the citizens during this process. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

COORDINATED PLANNING

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

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

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

City staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and

coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included additional citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

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

LEVERAGING OF FUNDS

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

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

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

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

PLANS TO MINIMIZE DISPLACEMENT

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

III. PROGRAMATIC PROCEDURES

PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is not expected from any of the activities listed in this plan.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

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

Continual Quality Assurance

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

Internal Audit Function w/ responsible Audit staff

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform subreceipient monitoring in accordance with program requirements. As part of this compliance and monitoring, subrecipients will be contacted according to the terms of their subrecipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature

and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

SCHEDULE OF EVENTS – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.
2. The on-site monitoring visit is conducted, and consists of the following:
   a. Conference
   b. Documentation, data gathering and analysis

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

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $500,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

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

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

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants is encouraged to attend trainings that will increase the efficiency with which projects are completed.

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

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

SUBSTANTIAL AMMENDMENT

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

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

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

IV. PROGRAM DESCRIPTIONS

CROSSLINES COMMUNITY FACILITY

Program/Activity Details

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

Basis for Allocation

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

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

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

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

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

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

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

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

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

CDBG Eligibility and National Objective

This Activity is eligible under 03E, Neighborhood Facilities, and will utilize the National Objective of Low-Moderate Income Limited Clientele. Crosslines Churches of the Joplin Area, Inc. will collect income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

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

EARLY CHILDHOOD CENTER

Program/Activity Details

Administering Entity:	Joplin Schools
Budget:	$5,000,000 (Total Project $13,800,000)
Geographic Area:	Old Mercy Medical Complex Site (Tract #8)
Applicant Eligibility:	N/A; Child Care Centers
Beneficiary Eligibility:	Low-Moderate Income, Limited Clientele
Start/End Dates:	January 2015 – January 2017
Performance Outcomes:	Construction of a new, early childhood development center to serve approximately 475 – 600 children.

Basis for Allocation
For many years, Joplin's demand for high-quality child care and preschool education has exceeded the supply. The Joplin community has always struggled to successfully meet the needs of its youngest and most vulnerable children with not having enough early childhood space.

Since the 2011 disaster, this situation has become exponentially worse. It has been estimated that Joplin lost over half of its' daycare/early childhood education slots. In fact, due to the critical shortage, parents report they must seek childcare in other, neighboring communities. In order for families to continue working, they are in dire need of daycare services, and the availability of high quality daycare has reached crisis proportions.

Currently there are only 55 available facilities as of January 2013, (down from 67 in operation pre-tornado). In addition to home child care, there are two general types of facilities: commercial franchises and locally-owned day care. Joplin has only one large, commercial franchise center which can accommodate 125 children. Other facilities can host between 20-60 children, however the local centers typically have a maximum capacity of only 20 children.

The Joplin community faces many challenges that negatively impact young children's readiness for school and future success. These challenges include the percentage of children living in poverty, rates of child abuse, domestic violence, drug and alcohol use, out-of-home placements, single mothers without high school educations, and the number of families that work at low-paying, shift jobs. According to 2008 research from the U.S. Department of Labor, Bureau of Labor Statistics, in 2007, 71 percent of mothers with children under age 18, and 55 percent of mothers with children under a year old. In 2005, 89 percent of children under five and 63 percent of school-age children with employed mothers regularly attended some sort of child care arrangement (U.S. Census Bureau, 2008).

Though there have been overall improvements over the past decade in the incidence of children and families facing these barriers, a significant proportion of the Joplin area's children still remain at-risk for multiple health, developmental, cognitive and social problems. As cited in the 2011 Kids Count, "Child Well-being" rankings in Jasper and Newton Counties are among the most at-risk in the state. Although a challenge, it is imperative that the community find ways to provide safe and productive early learning environments in order to confront the devastating effects of these conditions impacting the community.

The Joplin Schools Early Childhood Center's goal is to serve 600 children, including daycare from 6AM to 6PM for children ages 6 weeks to 5 years. The Center will also include special education services, at-risk services (Title I), and half day preschool for ages 3 years to 5 years. The Parents as Teachers Model Program for the State of Missouri will also be included in the center. Certified teachers will instruct preschool students with state approved curriculum. The daycare will be licensed by the State of Missouri. A site based health clinic will also be included to serve these students.

Child care is often the missing link in community planning and economic development. Joplin Schools see this as an important component in rebuilding the City of Joplin in a comprehensive and sustainable manner. Accessible, affordable, quality child care supports the ability of parents to participate in the workforce and balance their family needs.

CDBG Eligibility and National Objective
This Activity is eligible under 03M, Child Care Centers, and will utilize the National Objective of Low-Moderate Income Limited Clientele. Joplin Schools will collect income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

Long-term Recovery from Specific Disaster
This activity will include the construction of an Early Childhood center, health center, lending library, and a commercial playground that will be handicap accessible and age appropriate at all levels. The Center will provide a safe and secure child care environment for the families that live and work in Joplin as they rebuild their lives post tornado. The proposed location of the Center is on the site of the old Mercy Medical Center that was destroyed by the 2011 tornado.

SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION PHASE 3)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$ 2,500,000
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Facilities and Infrastructure Improvements
Start/End Dates:	January 2015 – January 2017
Performance Outcomes:	Design and construction of sewer and manhole structures

Basis for Allocation

As with storm sewers, the tornado and ensuing heavy equipment activity caused significant damage to the manhole and sanitary sewers across the tornado recovery area.

The City has an annual capital program that repairs and replaces sanitary sewers. The annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per DNR bypass elimination plan, and for Infiltration and Inflow (I/I) reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek WWTP. All EDR area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Staff extrapolated those rankings and percentages across the entire tornado area. Using comparable bids from a neighboring town, the cost was calculated at approximately $12 million for repairing the category 3 and above lines. Estimates and ranking scale, as well as the sewers in the tornado area, are included as a part of this work.

CDBG Eligibility and National Objective

This Activity is eligible under 03J, Water and Sewer Improvements, and will utilize the National Objectives of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

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

PUBLIC INFRASTRUCTURE (STREET IMPROVEMENTS)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$ 1,000,000
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure Improvements
Start/End Dates:	January 2015 – January 2017
Performance Outcomes:	Ongoing infrastructure design and initial construction

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for street improvements also includes storm-water improvements, curb and gutter improvements, sidewalk and ADA ramp improvements.

Street Improvements

Basis for Allocation

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

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

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

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

CDBG Eligibility and National Objective

This Activity is eligible under 03K, Street improvements, and will utilize the National Objective

of Low and Moderate Income Area and Slum and Blight Area. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

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

Storm Water System

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

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

The City has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects have been identified that consist of existing priority drainage problems, and are largely made up of required residential neighborhood drainage improvements, with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective
This Activity is eligible under 03K, Street Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

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

targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

Curb and Gutter

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

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

CDBG Eligibility and National Objective
This Activity is eligible under 03K, Street Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

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

Sidewalk and ADA Ramps

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

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

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

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

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

CDBG Eligibility and National Objective
This Activity is eligible under 03K, Street Improvements and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

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

Land Acquisition / Row / Easement

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

CDBG Eligibility and National Objective
The eligibility of this activity is under 03K Street Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

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

PROGRAM ADMINISTRATION & PLANNING

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 996,000 (Combined 10%)
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A
Start/End Dates:	Ongoing
Performance Outcomes:	Support grant management and execution

Basis for Allocation (Administration)
All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

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

The CART Next Steps plan has been continuously implemented through many different avenues. One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin updated its Comprehensive Plan in 2012. City staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated.

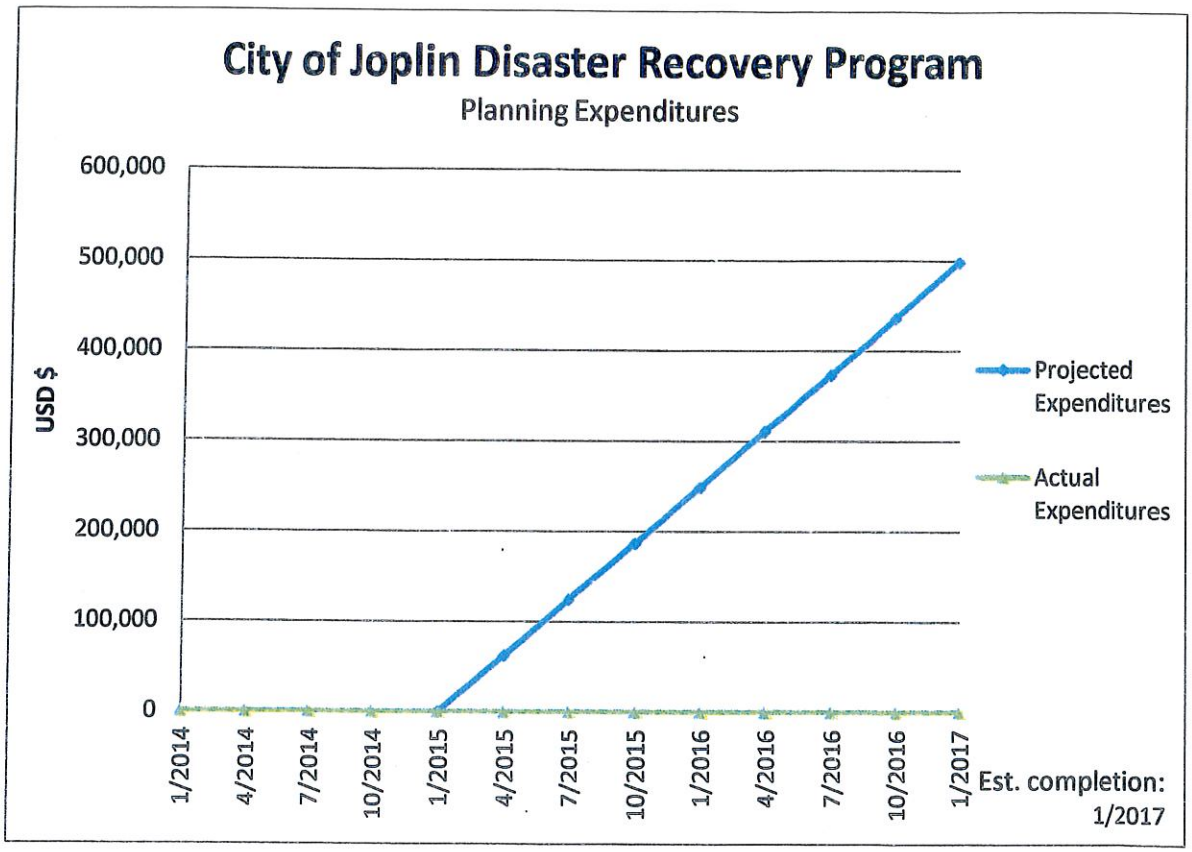
Through the CDBG-DR program, the City will seek additional funding to perform additional eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and

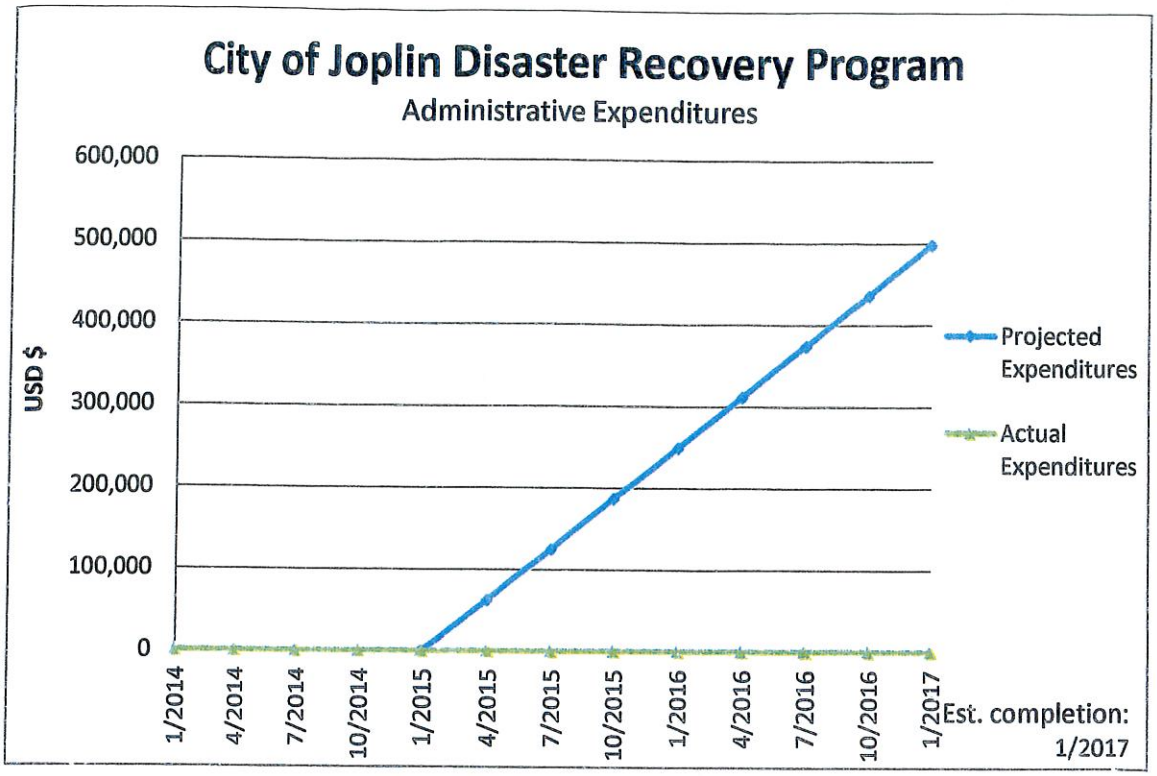
urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

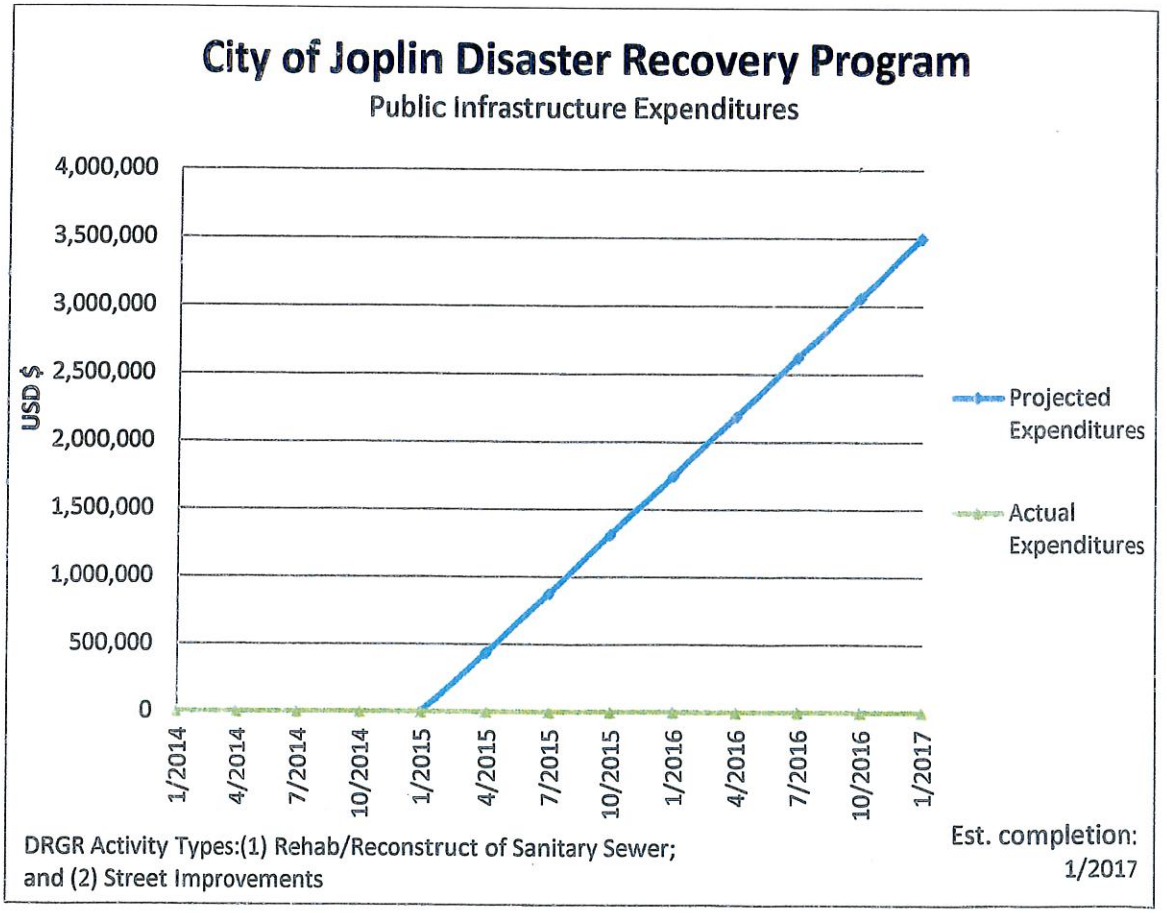
CDBG Eligibility
These activities are eligible under Program Administration and Planning.

V. PERFORMANCE SCHEDULES

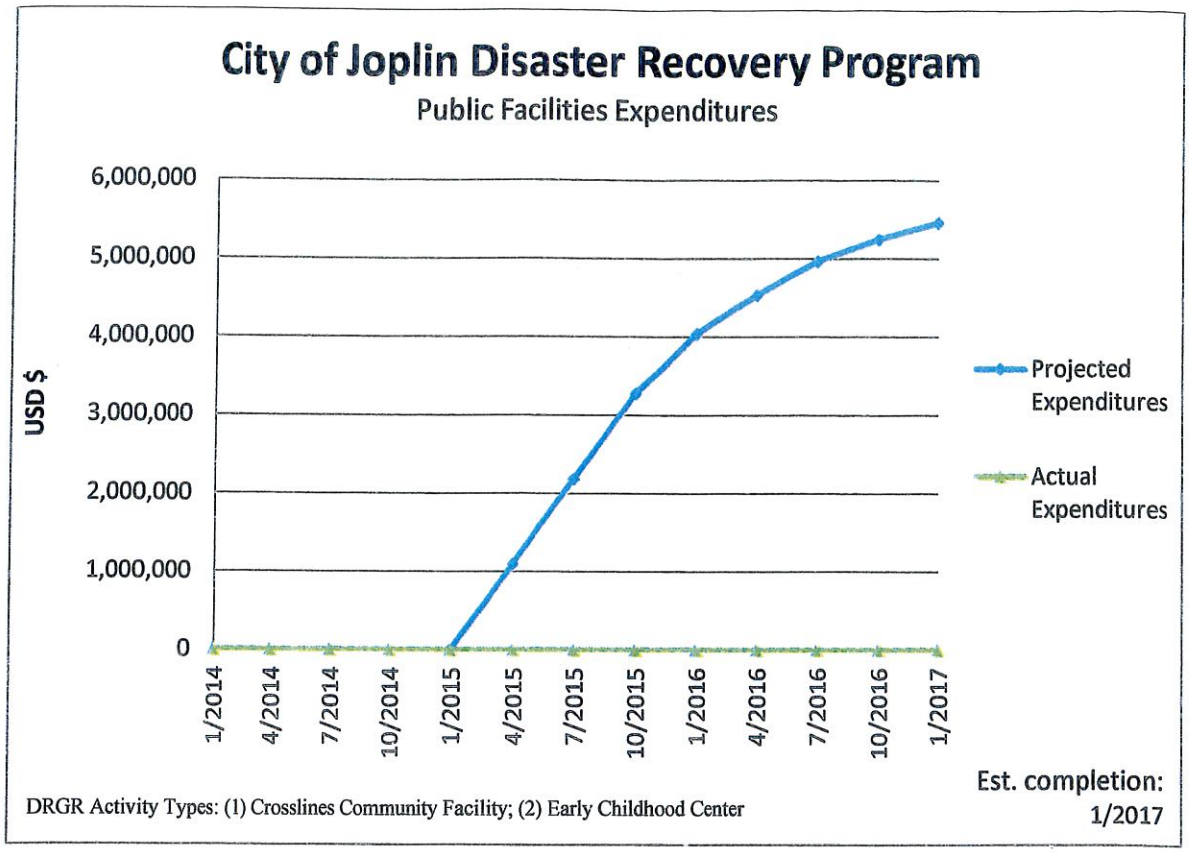
The following tables illustrate the approximate projected expenditures based on HUDs recommendations of Non-housing, and Administration categories. The City does not anticipate funding any Housing activities with this round of funding.

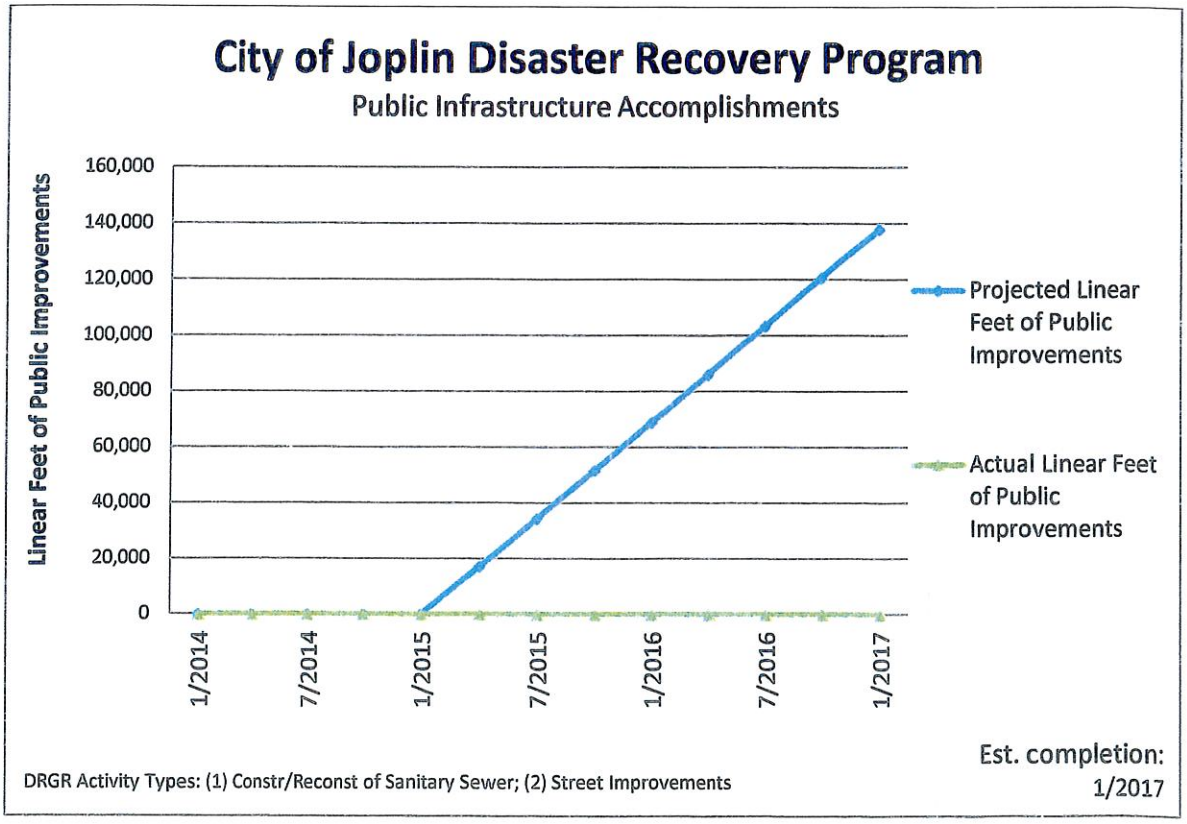


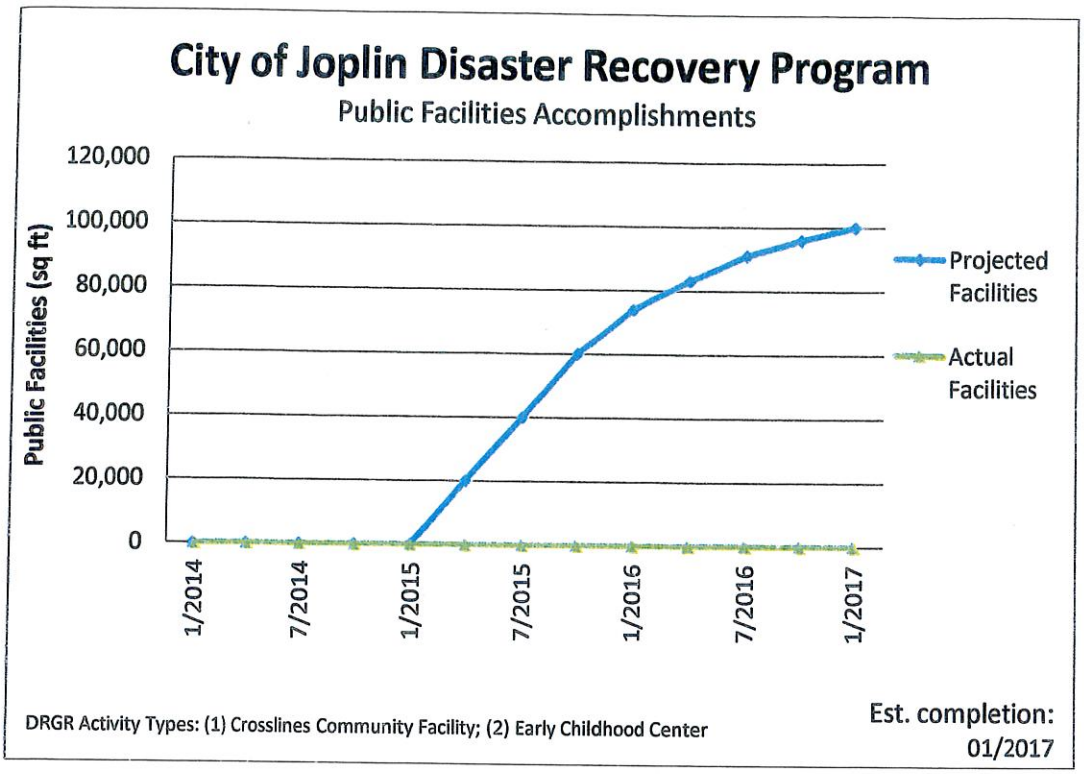




DRGR Activity Types:(1) Rehab/Reconstruct of Sanitary Sewer; and (2) Street Improvements


City of Joplin Disaster Recovery Program
Public Facilities Expenditures
USD $
6,000,000
5,000,000
4,000,000
3,000,000
2,000,000
1,000,000
0
1/2014
4/2014
7/2014
10/2014
1/2015
4/2015
7/2015
10/2015
1/2016
4/2016
7/2016
10/2016
1/2017
Projected Expenditures
Actual Expenditures
Est. completion: 1/2017
DRGR Activity Types: (1) Crosslines Community Facility; (2) Early Childhood Center


City of Joplin Disaster Recovery Program
Public Infrastructure Accomplishments
Linear Feet of Public Improvements
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
Projected Linear Feet of Public Improvements
Actual Linear Feet of Public Improvements
Est. completion: 1/2017
DRGR Activity Types: (1) Constr/Reconst of Sanitary Sewer; (2) Street Improvements


City of Joplin Disaster Recovery Program
Public Facilities Accomplishments
Public Facilities (sq ft)
120,000
100,000
80,000
60,000
40,000
20,000
0
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
Projected Facilities
Actual Facilities
DRGR Activity Types: (1) Crosslines Community Facility; (2) Early Childhood Center
Est. completion: 01/2017

VI. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Round II Partial Action Plan #3 Budget

Infrastructure Activities	
Crosslines Community Facility	$ 555,000.00
Early Childhood Center	$ 5,000,000.00
Sanitary Sewer (Design & Construction)	$ 2,500,000.00
Public Infrastructure (Street Improvements)	$ 1,000,000.00
Sub Total	**$ 9,055,000.00**
Economic Development	
Sub Total	**$ 0.00**
Housing Activities	
Sub Total	**$ 0.00**
Program Administration Activities*	
City of Joplin Administrative Costs	$ 249,000.00
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.	
Consultant Administrative Costs	$ 249,000.00
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities.	
Program Planning Activities*	
Planning Costs	$ 498,000.00
Description: Funds to be used for eligible planning activities.	
Sub Total	**$ 996,000.00**
TOTAL BUDGETED CDBG-DR AWARD (of $113,276,000.00)	**$ 10,051,000.00**

* These initial allocations are based on the best data currently available and reflect projections of need to support the grant program. It can be anticipated there will be future adjustments based on actual experience once programs are implemented; however, neither planning nor administrative expenses will surpass their statutory caps.

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Round II Cumulative Partial Action Plan Budget
(Amendments #1-4)

Projects	Initial Action Plan #1, Amendments #1-2	Amendment #3 (Partial Action Plan #2)	Amendment #4 (Partial Action Plan #3)	Total Funded to Date
Infrastructure Activities				
Sanitary Sewer (Design & Construction)	$4,500,000.00	$2,000,000.00	$2,500,000.00	$9,000,000.00
Mercy Public Park	$-	$3,200,000.00	$-	$3,200,000.00
Crosslines Community Facility	$-	$-	$555,000.00	$555,000.00
Early Childhood Center	$-	$-	$5,000,000.00	$5,000,000.00
Public Infrastructure Improvements	$3,362,400.00	$6,500,000.00	$1,000,000.00	$10,862,400.00
Sub Total	**$7,862,400.00**	**$11,700,000.00**	**$9,055,000.00**	**$28,536,400.00**
Economic Development				
	$-	$-		$-
Sub Total	**$-**	**$-**		**$-**
Housing Activities				
	$-	$-		$-
Sub Total	**$-**	**$-**		**$-**
Public Service Activities				
Mental Health Needs	$331,397.00	$-		$331,397.00
Sub Total	**$331,397.00**	**$-**		**$331,397.00**
Program Administration Activities				
City of Joplin Administrative Costs	$101,951.30	$255,000.00	$249,000.00	$605,951.30
Consultant Administrative Costs	$327,805.20	$255,000.00	$249,000.00	$831,805.20
Planning Costs	$-	$1,530,000.00	$498,000.00	$2,028,000.00
Sub Total	**$429,756.50**	**$2,040,000.00**	**$996,000.00**	**$3,465,756.50**
TOTAL BUDGETED (of $113,276,000.00)	**$8,623,553.50**	**$13,740,000.00**	**$10,051,000.00**	**$32,414,553.50**

VII. PUBLIC COMMENT

The City of Joplin provided prominent posting on the City's official website beginning on October 13, 2014 indicating written comments would be accepted through October 20, 2014 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

Comments received from XXXX during the City's 7-day comment period. A summary of the comments and the City's Response are noted below.

< PROVIDE COMMENT SUMMARY FOLLOWING PERIOD >

VIII. ACCESSIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

IX. CERTIFICATIONS AND SF-424

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

Appendix A - CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

A. Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with subrecipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

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

C. Lobbying Certification – The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

D. State and Local Laws – The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

E. Consistency with Action Plan – The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

F. Acquisition and Relocation – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

G. Section 3 – The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

H. Public Participation – The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

I. Use of Funds – The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*).

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

J. Civil Rights -- The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

K. Excessive Force -- The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

L. Capacity -- Each unit of local government receiving a direct award under this Notice certifies that it (and any subrecipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

M. Special Flood Hazard Area -- The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

N. Lead-based Paint -- The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

O. Applicable Laws -- The grantee certifies that it will comply with applicable laws.

P. Financial Controls – The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____

Signature/Authorized Official Date

_____

Title

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION:		2. DATE SUBMITTED	Applicant Identifier
Application	Pre-application	10/21/2014	
☑ Construction	☐ Construction	3. DATE RECEIVED BY STATE	State Application Identifier
☐ Non-Construction	☐ Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: City of Joplin	Organizational Unit: Department: Pubilc Works
Organizational DUNS: 010649846	Division: Planning and Community Development
Address: Street: 602 S. Main	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: Patricia
City: Joplin	Middle Name
County: Jasper and Newton	Last Name Heagel
State: Missouri; Zip Code 64801	Suffix:
Country: United States of America	Email: pheagel@joplinmo.org
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 44-6000019	Phone Number (give area code) 417-624-0820 Ext. 570; Fax Number (give area code) 417-625-4738

8. TYPE OF APPLICATION:

☐ New ☐ Continuation ☑ Revision

If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) [A] [ ]

Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)

C. Municipal

Other (specify)

9. NAME OF FEDERAL AGENCY:
U.S. Department of Housing and Urban Development

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

14.218

TITLE (Name of Program):
Community Development Block Grant - Disaster Recovery (CDBG-DR)

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Various recovery activities located in the presidentially declared disaster area of the City of Joplin. Activities proposed include: Infrastructure and Public Facility design and construction, Public Service Activities, and Administrative Costs.

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):*

City of Joplin, Missouri

13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date: 12/04/2014	Ending Date: 12/04/2016	a. Applicant 07	b. Project 07

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	$ 10,051,000.00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$ .00	
c. State	$ .00	
d. Local	$ .00	b. No. ☑ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
g. TOTAL	$ 10,051,000.00	☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr.	First Name: Samuel	Middle Name: L
Last Name: Anselm		Suffix
b. Title: Interim City Manager		c. Telephone Number (give area code): 417-624-0820
d. Signature of Authorized Representative		e. Date Signed

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

RESOLUTION NO. 2014-019

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

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

WHEREAS, there were thousands of households affected by the tornado; and

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

WHEREAS, the City of Joplin has been allocated $113,276,000 in CDBG-DR grant assistance in response to the loss of housing, infrastructure, and economic impacts caused by the tornado on May 22, 2011; and

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

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

Section 1. That the City of Joplin file a Third Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program according to Attachment A with the U.S. Department of Housing and Urban Development.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 to allow submission of the Third Partial Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 20, 2014

Item: COUNCIL BILL NO. 2014-179
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 179
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 10/15/14
Planning and Community Development Manager: Troy Bolander T.B Date: 10-15-14
Department Head: Nick Heatherly Date: 10/15/14
Finance Department: Leslie Haase Date: 10-15-14
City Attorney: Peter C. Edwards Date: 10/15/14
Interim City Manager: Samuel L. Anselm Date: 10/15/14

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 1203 W 6TH St..

Summary: The above listed address was "tagged" as a dangerous building on May 30, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 26, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on October 1, 2014. At that time bids were received as follows:

Big Johns	$ 3,985.00
Jordan Disposal	$ 5,127.00
B & D Yard builders	$ 2,388.00
Nelson Demolition	$ 2,749.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to B & D Yardbuilders for the amount of $ 2,388.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2014 – 179 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1203 W. 6TH St. in the City of Joplin, Missouri, for the amount of Two Thousand Three Hundred Eighty Eight and 00/100 Dollar ($2,388.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Two Thousand Three Hundred Eighty Eight 00/100 Dollars ($2,388.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1203 W. 6TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1203 W. 6TH St. and legally described as:

ALL OF THE EAST 50 FEET OF THE WEST 100 FEET OF LOT NUMBERED FORTY-EIGHT (48) IN EMPIRE ZINC COMPANY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2014, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Peter C. Edwards, City Attorney


1206 W. 6TH ST.
COUNCIL BILL 2014-179







CLOSING DATE: 1-Oct-2014 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver, Kim Newhouse

Demolition LOCATION: 1203 W. 6th Street

COMPANY	BIDS
Jordan Disposal	$5,127.00
BJHE	$3,985.00
B & D Yardbuilders	**$2,388.00**
Nelson's Tree Service	$2,749.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 20, 2014

Item: COUNCIL BILL NO. 2014-180
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 180
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 10/15/14
Planning and Community Development Manager: Troy Bolander T.B. Date: 10-15-14
Department Head: Nick Heatherly Date: 10/15/14
Finance Department: Leslie Haase Date: 10-15-14
City Attorney: Peter C. Edwards PE Date: 10/15/14
Interim City Manager: Samuel L. Anselm Date: 10/15/14

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures and any remaining debris including foundation and footings located at 1403 Missouri.

Summary: The above listed address was "tagged" as a dangerous building on April 7, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 26, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on October 1, 2014. At that time bids were received as follows:

Big Johns	$ 3,840.00
Jordan Disposal	$ 2,450.00
B & D Yard builders	$ 2,261.00
Nelson Demolition	$ 1,749.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Nelson Demolition for the amount of $ 1,749.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2014 – 180 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1403 Missouri in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Forty Nine and 00/100 Dollar ($1,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of One Thousand Seven Hundred Forty Nine 00/100 Dollars ($1,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1403 Missouri.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1403 Missouri and legally described as:

ALL OF LOT NUMBERED SEVENTY-SIX (76) EXCEPT THE SOUTH 50 FEET THEROF, IN CAMPBELL'S FIFTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2014, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Peter C. Edwards, City Attorney


1403 MISSOURI
COUNCIL BILL 2014-180







CLOSING DATE: 1-Oct-2014 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver, Kim Newhouse

Demolition LOCATION: 1403 S. Missouri Ave.

COMPANY	BIDS
Jordan Disposal	$2,450.00
BJHE	$3,840.00
B & D Yardbuilders	$2,261.00
Nelson's Tree Service	$1,749.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 20, 2014
Council Bill No. 2014-181

Item: Construction Contract for Storm Water Improvements at 26th Street & Michigan Avenue, and 24th Street & Patterson Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Map
3) Council Bill No. 2014-181

Engineering: Dan Johnson DJ Date 10-13-14
Department Head: Nicholas A. Heatherly Date: 10/13/14
Finance Department: Leslie Haase LH Date: 10-13-14
City Attorney: Peter C. Edwards PE Date: 10/14/14
Interim City Manager: Sam L. Anselm Date: 10/14/14

Recommended Action: Approval of Construction Contract with Dalton-Killinger Construction Co. in the amount of $1,065,053.00 for Construction of Storm Water Improvements at 26th Street & Michigan Avenue, and 24th Street & Patterson Avenue.

Background: In 2011 voters approved a Parks and Storm Water Sales Tax extension. A project to construct stormwater collection system improvements for the area that drains to 26th & Michigan was included in the list of approved projects. The project at 26th & Michigan and also a project at 24th & Patterson were included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year Anderson Engineering was contracted to provide Design of the two projects. City staff has chosen to include both projects under one construction contract.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe for one day and on the city's website. Bids were opened on October 7, 2014 with 9 firms bidding and Dalton-Killinger Construction Co. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Dalton-Killinger Construction Co. in the amount of $1,065,053.00 for Construction of Storm Water Improvements at 26th Street & Michigan Avenue, and 24th Street & Patterson Avenue.

BID TABULATION

PROJECT: Stormwater Improvements Michigan Ave 26th to 28th & 24th & Patterson
DATE OF BID OPENING: October 7, 2014 10:00 a.m.

CONTRACTOR	BID
APAC of MO	1,327,971.97
Branco Enterprise	1,395,104.00
Snyder Construction	1,274,237.00
Dalton Killinger	1,065,053.00
Emery Sapp & Sons	1,303,667.00
Southard Construction	1,590,655.00
Bennett Construction	1,364,265.96
Jim Marschuetz	1,107,699.50
Sprouls Construction	1,374,955.00

24th & Patterson
26th & Michigan
FLORIDA
FAIRLANE
LYNDELL
PATTERSON
MCCONNELL
DELAWARE
NEW JERSEY
24TH
25TH
CONNECTICUT
VILLAGE
JAMESTOWN
29TH
BROWNELL
31ST
HIGHLAND
PARK
30TH
ST LOUIS
TERRI
27TH
MASSACHUSETTS
VERMONT
NEW HAMPSHIRE
KANSAS
MICHIGAN
WIMER
MONTANA
ROLAND
LITTLE
WISCONSIN
26TH
28TH

COUNCIL BILL NO. 2014-181 ORDINANCE NO.

AN ORDINANCE approving a contract with Dalton-Killinger Construction Company in the amount of One Million Sixty Five Thousand Fifty Three and no/100 Dollars ($1,065,053.00) for the Construction of Storm Water Improvements at 26th St. & Michigan Avenue and 24th Street & Patterson Ave project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Dalton-Killinger Construction Company in the amount of One Million Sixty Five Thousand Fifty Three and no/100 Dollars ($1,065,053.00) for the Construction of Storm Water Improvements at 26th St. & Michigan Avenue and 24th Street & Patterson Ave project

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Parks and Storm Water Sales Tax, Account Number 130-4555-530-8665 Project number GSTA04 & Project number GSTA06. The project will be reimbursed as a State DED project.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2013-2014 budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a _____ vote.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

Council Bill 2014-181

I hereby certify that a sufficient amount is available in the said Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-8665 Project GSTA04 in the amount of $189,775.00 and Project GSTA06 in the amount of $875,278.00 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 20, 2014
Council Bill No. 2014-182

Item: CROSSROAD PRESSURE SEWER LINE RELOCATION Project

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tabulation
3) Council Bill No. 2014-182

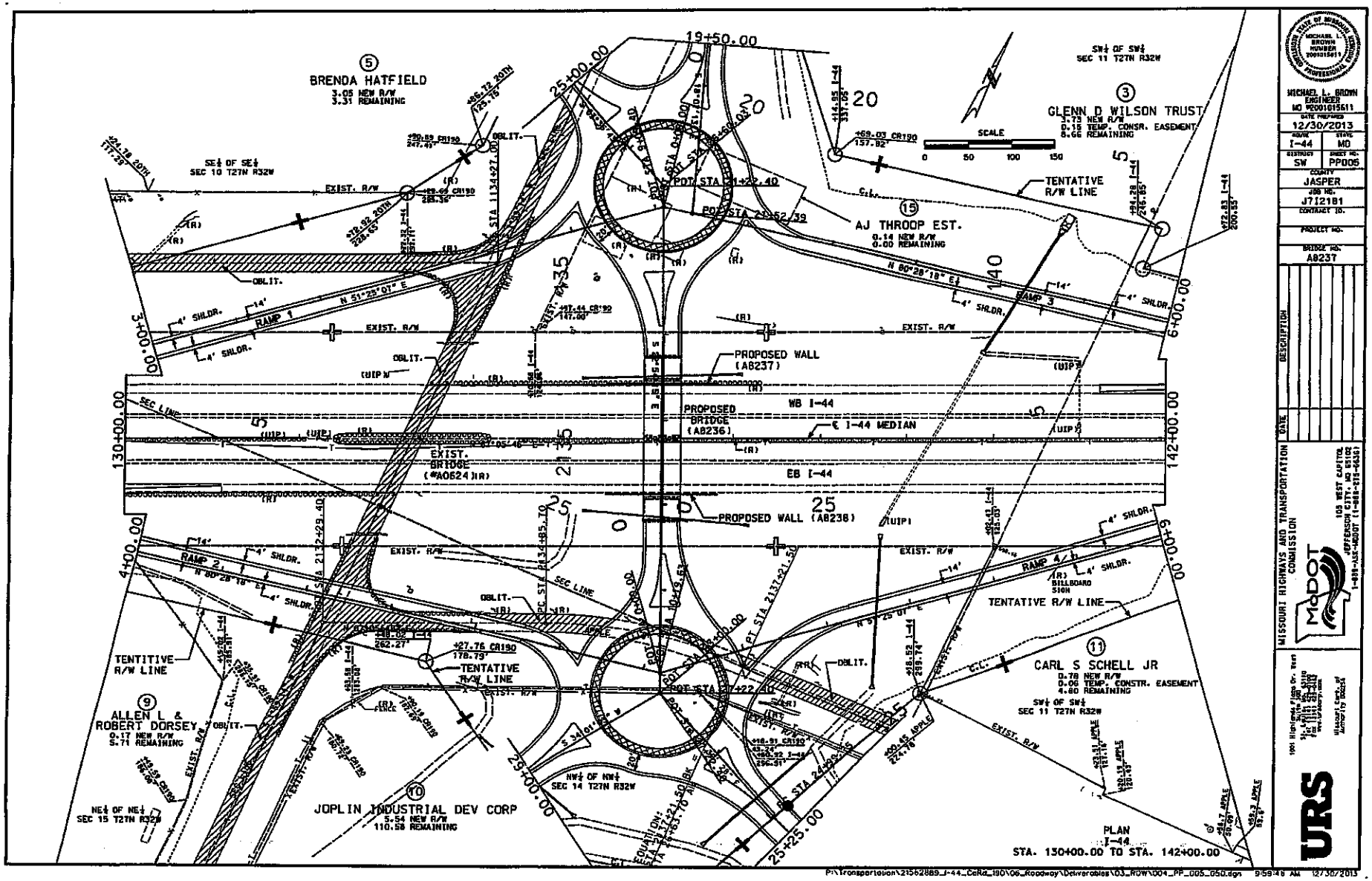
Engineering: Dan Johnson DJH Date: 10-14-14
Department Head: Nicholas A. Heatherly NAH Date: 10/14/14
Finance Department: Leslie Haase LH Date: 10-14-14
City Attorney: Peter C. Edwards PCE Date: 10/14/14
Interim City Manager: Samuel L. Anselm SLA Date: 10/14/14

Recommended Action: Approval of Construction Contract with Asbell Excavating & Trucking Co. in the amount of $37,639.40 for Construction of the Crossroads Pressure Sewer Line Relocation Project

Background: The new interchange to be constructed at I-44 and County Road 190 includes realignment of Apple Road and County Road 190 on the south side of I-44. The new location of the roads conflicts with a 6 inch sanitary sewer line that is part of the City of Joplin sanitary sewer collection system. After reviewing the plans it was determined that the sewer main would have to be relocated outside the proposed project right of way. In May Council authorized City Staff to enter into an agreement with Allgeier, Martin and Associates for design, project management, and construction observation services. In June Council authorized City Staff to enter into a utility relocation agreement with the Missouri Department of Transportation (MoDOT) in which the cost of the relocation will be reimbursed to the City by MoDOT.

Discussion: In accordance with City procurement policy the project was advertised in the Joplin Globe for one day and on the city's website. Bids were opened on September 30, 2014 with 3 firms bidding with Asbell Excavating & Trucking Co. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of an award of contract to Asbell Excavating & Trucking Co. in the amount of $37,639.40 for construction of the Crossroads Pressure Sewer Line Relocation Project.



MICHAEL L. BROWN
ENGINEER
MO PE2001015611
DATE PREPARED
12/30/2013
ROUTE I-44
STATE MO
DISTRICT SW
SHEET NO. PP005
COUNTY JASPER
JOB NO. J7I2181
CONTRACT ID.
PROJECT NO.
BRIDGE NO. A8237
DESCRIPTION
DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MoDOT
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

URS
1001 Highlands Plaza Dr. West
Suite 300
St. Louis, MO 63110
(314) 429-0100
(314) 429-0462 fax
www.urscorp.com

P:\Transportation\21562889_I-44_CoRd_190\06_Roadway\Deliverables\03_ROW\004_PP_005_050.dgn 9:59:46 AM 12/30/2013

BID TABULATION

PROJECT: Crossroads Pressure Sewer Line Relocation
DATE OF BID OPENING: September 30, 2014 2:00 p.m.

CONTRACTOR	BID
Asbell Excavating & Trucking	$37,639.40
Southard Construction	$58,603.60
Goins Enterprise	$59,560.00
Bennett Inc.	$60,650.00
Emery Sapp & Sons	$62,013.00

COUNCIL BILL NO. 2014-182 ORDINANCE NO.

AN ORDINANCE approving a contract with Asbell Excavating & Trucking Co. in the amount of Thirty Seven Thousand Six Hundred Thirty Nine and 40/100 Dollars ($37,639.40) for the Crossroads Pressure Sewer Line Relocation Project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Asbell Excavating & Trucking Co. in the amount of Thirty Seven Thousand Six Hundred Thirty Nine and 40/100 Dollars ($37,639.40) for Crossroads Pressure Sewer Line Relocation Project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund, Account Number 415-452-540-8680. The project will be reimbursed as a MoDOT project.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2013-2014 budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a _____ vote.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2014-182

I hereby certify that a sufficient amount is available in the said Sanitary Sewer Fund, Account Number 415-4542-540-8680 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014

ITEM: Council Bill No. 2014-456 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. 2014-456 and a copy of the agreement.

CITY ATTORNEY:	Peter C. Edwards PE	**DATE:** 10/14/14
CITY MANAGER:	Sam Anselm	**DATE:** 10/14/14
HEALTH DEPARTMENT:	Dan Pekarek	**DATE:** 10-13-14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 10-13-14

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, as approved. The agreement includes basic impoundment services for stray animals or those animals collected for a violation of city code, and rabies quarantine services for animals involved in bite situations.

The Society has requested an update to the fees charged for services. 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, and cremation. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for this agreement period is approx. $240,748.

The agreement period will be from Nov. 1, 2014 through October 31, 2015. 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.

COUNCIL BILL NO. 2014-456 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 Interim 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 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 2013 did receive 3,828 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 Interim 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, 2014.

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. Specifically, this is an emergency because this agreement needs council approval for new fees in agreement to coincide with the beginning of the city fiscal year.

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

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2014, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

WHEREAS, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

WHEREAS, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

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

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT: The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers) 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 or as required by the Missouri Department of agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri

State Laboratory for rabies testing for a Twenty- Six and 55/100 () ($26.55) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Eight and 25/100 ($8.25) dollars per animal.

(b) **Animal Sheltering Fee** of Five and 88/100 ($5.88) 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 Eleven and 70/100 dollars per animal.

(e) **Cremation Fee** of Fifteen (15.00) 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) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(g) 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.

(h) 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 2014 and continue until October 31, 2015. 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 _____ 2014.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Samuel L. Anselm , Interim City Manager

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014

ITEM: Council Bill No. 2014-457 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. 2014-457

HEALTH DIRECTOR:	Dan Pekarek DP	**DATE:** 10-13-14
CITY MANAGER:	Sam Anselm SB	**DATE:** 10/14/14
CITY ATTORNEY:	Peter C. Edwards PE	**DATE:** 10/14/14
FINANCE DEPT:	Leslie Haase LH	**DATE:** 10-13-14

RECOMMENDED ACTION:

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

SUMMARY:

The Joplin Humane Society, Inc. (Society) has requested an update to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services. The changes in fees are shown below:

- Rabies Sample Processing Fee $26.55, no change.
- Animal Intake and Tracking Fee $5.80 to $8.25/animal.
- The per day care charge for impoundment of dogs or cats $4.80 to $5.88.
- The per day quarantine charge for dogs and cats $14.85, no change.
- An animal euthanasia fee $7.30 to $11.70.
- A per animal cremation fee $15.90 to $15.00.

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, 2014.

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

COUNCIL BILL NO. 2014-457 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 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	$8.25
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$5.88
(3) Quarantine Fee for each day or fraction thereof	$14.85
(4) Euthanasia Fee	$11.70
(5) Cremation Fee	$15.00

(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, 2014.

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. Specifically, this is an emergency because this agreement needs Council approval for fees to coincide with the beginning of the city fiscal year per the agreement with the Joplin Humane Society.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED SPECIAL COUNCIL MEETING DATE: OCTOBER 20, 2014

ITEM: COUNCIL BILL NO. 2014-516

ATTACHMENTS: ANTHEM BCBS STOP LOSS CONTRACT

Finance Director: Leslie Haase LH	**Date:** 10-13-14
Human Resource Director: Dave Allgood DA	**Date:** 10.13.14
City Attorney: Peter Edwards PE	**Date:** 10/13/14
City Manager: Sam Anselm SA	**Date:** 10/13/14

INTRODUCTION:
This Council Bill approves an annual contract for 2015 with Anthem BCBS to provide stop loss coverage and 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 five-year period from 2011 to 2015. The current stop loss coverage is $150,000 per claim.

Anthem is proposing to make no change to the administrative service fee for 2015. The proposed monthly rate for single stop loss coverage is $31.67 per employee, while the current monthly rate for family stop loss coverage is $101.38, which makes the annual premium approximately $437,800. This represents an increase of 15.3% over the 2014 rates.

As a result of this increase, the health insurance premiums will be increasing 11.7% for the calendar year. Employee coverage will continue to be covered 100% by the City. The monthly premium for single coverage will increase from $358.30 to $400.38. The employee portion of the family health insurance contribution rate will increase from $250.82 per month to $280.28. The City portion of the family health insurance premium will increase from $752.44 per employee per month to $840.82 per month.

There is one plan design change, which is required under the Affordable Care Act (ACA). Prior to 2015, the out-of-pocket maximum has only applied to the deductible and co-insurance amounts. None of the co-pays for physicians or pharmacy have ever been included. With the change under the ACA, the maximum out-of-pocket expense will now be a total out-of-pocket cost. All payments made for co-pays, deductibles, and co-insurance will now be applied to a maximum out-of pocket amount of $6,600 for single coverage and $13,200 for family coverage.

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

COUNCIL BILL NO. 2014-516 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and 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 stop loss coverage and administrative services for the City's health self-insurance coverage 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 Agreement 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, in that said Ordinance deals with the preservation of property, health, and safety relating to the continuation of benefits for employees, and as such shall become effective immediately upon its passage. Specifically, this Ordinance approves an insurance plan that will be included in the City's 2015 insurance plan and its enrollment period beginning after passage of the Ordinance.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SELF INSURED ACCOUNT INFORMATION

Group Name:	CITY OF JOPLIN
Effective Date:	01/01/2015 THRU 12/31/2015
SIC Code:	9111
Proposed PBM:	Anthem (ESI)

Current Account Information

Current Funding Method:	ASO WITH STOP LOSS
Current Carrier or TPA:	ANTHEM
If Current Anthem; Original Effective Date:	1/1/2011

Requested Specific Stop Loss Coverage

Specific Stop Loss Level:	$150,000
Lifetime Maximum:	Unlimited
Annual Maximum:	Unlimited

Coverages under Specific Stop Loss

Medical:	Yes
Rx:	Yes
Dental:	No
Vision:	No
Contract Basis:	Paid

Requested Aggregate Stop Loss Coverage

Coverages under Aggregate Stop Loss

Medical:	No
Rx:	No
Dental:	No
Vision:	No
Annual Maximum:	Unlimited
Contract Basis:	Paid
Margin:	25%

SELF INSURED RATES INFORMATION

Group Name:	CITY OF JOPLIN
Effective Date:	01/01/2015 THRU 12/31/201
Employees:	518
Members:	1,293
Specific Stop Loss Level:	$150,000

COMPOSITE RATES

	Current	Renewal	% Change
Administration Fees	$ 43.49	$ 43.49	0.0%
Brokers Commissions	$ -	$ -	-
Bluecard Fees	$ -	See Note Below	-
Aggregate Stoploss	$ -	$ -	-
Specific Stoploss	$ 61.08	$ 70.43	15.3%
Total Fixed Costs	**$ 104.57**	**$ 113.92**	**8.9%**

TIERED RATES

Enrollment	518	230	48	31	209
	Composite	EE	ES	EC	FAM
Administration Fees	$ 43.49	$ 43.49	$ 43.49	$ 43.49	$ 43.49
Brokers Commissions	$ -	$ -	$ -	$ -	$ -
Bluecard Fees	See Note Below	-	-	-	-
Aggregate Stoploss	$ -	$ -	$ -	$ -	$ -
Specific Stoploss	$ 70.43	$ 31.67	$ 101.38	$ 101.38	$ 101.38
Total Fixed Costs	**$ 113.92**	**$ 75.16**	**$ 144.87**	**$ 144.87**	**$ 144.87**

ANNUALIZED TOTAL COSTS

	Current	Renewal	% Change
Administration Fees	$ 270,334	$ 270,334	0.0%
Brokers Commissions	$ -	$ -	-
Bluecard Fees	$ -	See Note Below	-
Aggregate Stoploss	$ -	$ -	-
Specific Stoploss	$ 379,703	$ 437,805	15.3%
Total Fixed Costs	**$ 650,037**	**$ 708,138**	**8.9%**

***BlueCard Fees are billed as claim as they are presented; BlueCard Fees are not covered under the Aggregate or Specific Stop Loss.

CITY OF JOPLIN
Group Authorized Signature

SELF INSURED BENEFIT PAGE

Group Name: CITY OF JOPLIN
Effective Date: 01/01/2015 THRU 12/31/2015
SIC Code: 9111

Option #	1				
Option Label	CURRENT BPS				
Lumenos Plan	NO				
Standard Lumenos Code					
Network	Blue Preferred Select				
Plan Design Summary	**In Network** / **Out of Network**	**In Network** / **Out of Network**	**In Network** / **Out of Network**	**In Network** / **Out of Network**	**In Network** / **Out of Network**
Deductible					
Individual	$500 / $1,000				
Family	$1,000 / $2,000				
Coinsurance	80% / 60%				
Out of Pocket Maximum					
Individual	$1,500 / $4,500				
Family	$3,000 / $9,000				
Copays					
Primary Care Physician	$25 / ded/coin				
Specialist Physician	$25 / ded/coin				
Urgent Care	$50 / ded/coin				
Emergency Room	$150 / $150				
Inpatient Hospital	ded/coin / ded/coin	OPTION NOT AVAILABLE	OPTION NOT AVAILABLE	OPTION NOT AVAILABLE	OPTION NOT AVAILABLE
Outpatient Surgery	ded/coin / ded/coin				
Prescription Drugs					
Rx Deductible	N/A / N/A				
Retail					
Tier 1	$10 / 50% (min $60)				
Tier 2	$30 / 50% (min $60)				
Tier 3	$50 / 50% (min $60)				
Tier 4	N/A / 50% (min $60)				
Mail Order					
Tier 1	$25 / Not Covered				
Tier 2	$75 / Not Covered				
Tier 3	$125 / Not Covered				
Tier 4	N/A / Not Covered				

SELF INSURED CLAIMS PROJECTION

CITY OF JOPLIN
01/01/2015 THRU 12/31/2015
Pooling Level: $150,000

PAID PERIOD		PRIOR 7/1/12 THRU 6/30/13	CURRENT 7/1/13 THRU 6/30/14
Paid Claims		$ 3,180,052	$ 3,636,851
Completion Factor		1.0000	1
Completed Claims		$ 3,180,052	$ 3,636,851
Pooled Claims		$ 131,494	$ 154,482
Net Paid Claims		$ 3,048,558	$ 3,482,369
Benefit Adjustments (all claims to the current benefit level)		1.0000	1.0000
Trend Factor		1.1083	1.0000
Adjusted Paid Claims		$ 3,378,679	$ 3,482,369
Total Members		15,392	15,291
PMPM		$ 219.51	$ 227.74
Credibility Weighting by Period		29%	71%

CLAIMS PROJECTION

Weighted PMPM Experience Claims	$	225.32	
Trend Factor		1.1686	(18 Months @ 11.3%)
Adjusted Projected Claims PMPM	$	263.31	
Manual Claims Cost PMPM		$0.00	
Weight Given to Manual Rates		0%	
Blended Experience/Manual Incurred Claims PMPM	$	263.31	
Proj Ben Adjust (Include Rx co-pays in oop max)		1.0221	
Contract Basis Adjustment		N/A	
Expected Claims PMPM	$	269.13	
Average Contract Size		2.50	
Expected Claims PCPM	$	671.78	

SELF INSURED ASSUMPTIONS AND CONDITIONS (With StopLoss)

This contract will be issued in Missouri.

The proposed services, rates and fees are effective from 01/01/2015 THRU 12/31/2015.

Our quote assumes that 518 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.50.

Anthem Blue Cross and Blue Shield reserves the right to revise this proposal or modify these rates under any of the following circumstances:

- Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem Blue Cross and Blue Shield's discretion, invalidates this quote.
- Should the employer implement benefit changes that result in substantial changes in the service or networks, as determined by Anthem/Blue Cross and Blue Shield.
- Change in nature of Employer's business.
- Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
- If legislative and/or regulatory changes or mandates materially impact the stop loss policy or the Employer's plan documents. Plan documents shall include the documents that set forth the terms of the plan.
- Changes in proposal terms, conditions, services or product from this quotation.

Anthem Blue Cross and Blue Shield's proposal assumes claims incurred prior to the initial effective date are not included unless specifically noted.

The proposal assumes the same enrollment for Medical/Rx and is subject to Anthem's enrollment assumptions.

Caveats

This renewal proposal expires 90 days from the date of its release or on the effective date shown above, whichever is sooner.

Under the Specific and Aggregate Paid option, the accumulation for stoploss will be incurred 01/01/2011 thru 12/31/2015, and paid 01/01/2015 thru 12/31/2015.

Under the Specific and Aggregate Paid option, the accumulation for stoploss will be incurred 01/01/2011 thru 12/31/2015, and paid 01/01/2015 thru 12/31/2015.

The annual specific attachment for specific point is per member per contract period.

The specific maximum liability for any individual will be UNLIMITED.

The renewal notification will be provided no sooner than 120 days prior to the renewal effective date.

Proposed rates are payable by the invoice due date.

Proposed specific stop loss rates assume that the employer will continue its current level of contributions.

Proposed specific stop loss rates assume that 100% of eligible employees and dependents will participate if noncontributory and 75% will participate if the plan is contributory of those not electing the plan offered by CITY OF JOPLIN.

Specific Stop Loss Attachment points include paid Medical/Rx claims.

Stop Loss protection must be purchased in conjunction with our Administrative Services proposal

No change in benefits provided by the group's employee benefit program shall be covered by the stop loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.

Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this stop loss program.

An eligible employee is defined as an active, permanent employee who works for pay or profit at least 30 hours per week, 50 weeks per year as of the effective date and who completes the group imposed waiting period.

Anthem/Blue Cross and Blue Shield requires that CITY OF JOPLIN contributes a minimum of 50% of the employee premium for all active and retired employees enrolled in the group health plan.

Specific Stop loss claims above the selected specific stop loss deductible limit will NOT count towards satisfaction of the aggregate attachment point.

Please refer to our specimen ASO and Stop Loss Agreements for complete details.

This proposal assumes that:

- Anthem/Blue Cross and Blue Shield will be the only carrier offered.
- Fees quoted include commissions of $.00 PCPM.
- If CITY OF JOPLIN is delinquent in payment for the weekly claims billing, Anthem Blue Cross and Blue Shield will not process further claims until the account is brought current. This applies to both the active period and the 12-month period following termination.
- The health benefit plan(s) reflected in this proposal is (are) considered to be grandfathered under the provisions of the health care reform law.
- Please be aware that changing your benefit plan, employer premium contribution approach or insurance carrier will, in most situations, cause your plan offering to no longer be considered grandfathered. In these instances, you will then be required to implement additional provisions of the Affordable Care Act.

The health benefit plan(s) reflected in this proposal is not considered to be grandfathered under the provisions of the Patient Protection and Affordable Care Act. Non-grandfathered plans are subject to additional provisions under the Patient Protection and Affordable Care Act that do not apply to grandfathered plans. For further information, please contact your account representative.

ASO fees and stop loss premiums will be invoiced on the first full week of the month and due within three business days. Claims are billed weekly.

If this proposal is not accepted in writing within 90 days from its issuance, it is null and void.

A change in the contract period will require a recalculation of fees.

Stop Loss rates are ILLUSTRATIVE due to the gap in the experience period and effective date of coverage. We will provide a firm quote, after reviewing claims paid by month with contracts by month as well as large claims detail at a member level (current status, diagnosis, and prognosis) to within four (4) months of the contract effective date.

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. This quote or renewal does not include the ACA Reinsurance Fees, since it is assumed that the employer will remit payment to HHS directly.

Please note: For groups effective 1/1/2014 and after, we do not know at this time if additional guidance and clarification from the US Department of Health and Human Services will require additional changes to rates and benefits. For clarification purposes:

- IRS has jurisdiction over the Insurer Fee, while HHS has jurisdiction over Reinsurance Fee.
- Rates and benefits for most large groups are likely to change. Further communication will be sent as soon as additional information becomes available.

Your Summary of Benefits

Anthem BlueCross BlueShield

City of Joplin
Blue Preferred ® Select
Effective January 1, 2015

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, o pharmaceutical products	$25/$25 $5 NCS 20% NCS	40% 40% 40% 40% NCS
Preventive Care Services Services included but not limited to: o Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening 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 NCS NCS NCS	 $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 8.0 500 Series		

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: 60 visits • Occupational therapy: 60visits • Chiropractic Services: 26 visits(Network only) • Speech therapy: Unlimited visits • Cardiac Rehabilitation: Unlimited • Pulmonary Rehabilitation: Unlimited	 $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%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Behavioral Health Services[2]: **Mental Health and Substance Abuse** **(Network and Non-Network)** o Inpatient Facility Services o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	20% $25 20%	40% 40% 40%
Human Organ and Tissue Transplants[3] o Acquisition and transplant procedures, harvest and storage.	No cost share	30%
Prescription Drugs **Network Tier structure equals 1/2/3** o **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip o **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 RX has a separate Out of pocket maximum $5,100/ $10,200 This includes all pharmacy charges.	40%[4] Not covered RX has a separate Out of pocket maximum $10,200/ $20,400 This includes all pharmacy charges.

Notes:

- All medical deductibles, copayments and coinsurance apply toward the medical out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Pharmacy charges have a separate out–of-pocket maximum. The network $5100/$102000 and non-network $10200/$20400 out of pocket maximums are separate and do not accumulate toward each other.
- Deductible(s) apply 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 any 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.

Your Summary of Benefits

- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance (excluding Option M and AQ) up to the maximum allowable amount at network pharmacies, except diabetic test strips.
- Benefit period = calendar year
- Elective abortions are not covered.
- 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.

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 20, 2014

ITEM: COUNCIL BILL NO. 2014-517
ATTACHMENT: DELTA DENTAL ANNUAL RENEWAL CONTRACT

Finance Director: Leslie Haase LH	**Date:** 10-13-14
Human Resource Director: Dave Allgood DA	**Date:** 10.13.14
City Attorney: Peter Edwards PE	**Date:** 10/13/14
City Manager: Sam Anselm	**Date:** 10/13/14

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 1.5%. This contract covers the 2015 calendar year.

The total *monthly* premium cost for single coverage will increase from $29.52 to $29.95. The employee will be responsible for 30% of the monthly premium or $9.00, while the City pays 70% or $20.96 per month.

The total *monthly* premium cost for family coverage will increase from $78.50 to $79.68. The employee will be responsible for 35% of the monthly premium or $27.90, while the City pays 65% or $51.80 per month.

The contract will begin on January 1, 2015 for one year.

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

COUNCIL BILL NO. 2014-517 **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, in that said Ordinance deals with the preservation of property, health, and safety relating to the continuation of benefits for employees, and as such shall become effective immediately upon its passage. Specifically, this ordinance approves an insurance plan that will be included in the City's 2015 insurance plan and its enrollment period beginning after passage of this Ordinance.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

DELTA DENTAL

October 8, 2014

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 and we hope your experience with Delta Dental has been equally exceptional.

Renewal rates effective **January 1, 2015 through December 31, 2015** for Group Number 9155-1000, and all sub-locations are as follows:

$ 29.95 Employee
$ 79.68 Employee/Family

As a reminder, this is your open enrollment period and you have the opportunity to make changes to your dental plan, and employees have the opportunity to make changes to their coverage status. These changes become effective on the anniversary date. Please verify that employees with family coverage have enrolled all eligible dependents in the plan.

Please call if you have any questions. We look forward to continuing our relationship for many years to come.

Sincerely,

Lynn Pyle
Regional Vice President

Authorized Signature _____ Date _____

DELTA DENTAL®

Date:	08/08/14
Group Name:	City of Joplin
Group Numbers:	9155-1000 & all sublocations
State:	Missouri
Renewal Period:	01/01/15 through 12/31/15
Experience Period:	07/01/12 through 06/30/14
Funding:	Fully-Insured

Incurred Claim Analysis	Prior Period	Current Period
Beginning Experience Date:	07/01/12	07/01/13
Ending Experience Date:	06/30/13	06/30/14
Paid Claims:	$255,559	$260,089
Change in Reserves:	$2,556	$2,601
Benefit Changes:	$0	$0
Seasonality Adjustment:	$0	$0
Provider Fee Changes:	($16,777)	$0
Adjusted Incurred Claims:	$241,338	$262,690
Annual Trend Factor: 5.9% per Year	1.154	1.090
Projected Incurred Claims:	$278,564	$286,328
Exposure Months:	5,701	5,738
Projected Incurred Claims PEPM	$48.86	$49.90
Period Weighting:	33%	67%
Weighted Projected Incurred Claims PEPM	$49.56	
Projected Exposure Months:	5,736	
Weighted Projected Incurred Claims:	$284,276	

Rate Development:	Formula	Final
Weighted Projected Incurred Claims:	$284,276	$284,276
Target Loss Ratio with Commissions	78.79%	82.29%
Commission Percentage:	0.00%	0.00%
Required Premiums (excludes ACA Tax):	$355,391	$340,266
Annualized Premium at Current Rates:	$340,342	$340,342
Experience Rated Increase:	4.42%	-0.02%
Increase for ACA Carrier Tax:	1.50%	1.50%
Required Premiums w/ACA Tax:	$360,803	$345,448
Overall Increase:	**6.01%**	**1.50%**

Current Rates	
Employee	$29.51
Family	$78.50
Renewal Rates:	
Employee	$29.95
Family	$79.68

City of Joplin

City Council Agenda Item

REQUESTED SPECIAL COUNCIL MEETING DATE: OCTOBER 20, 2014

ITEM: COUNCIL BILL NO. 2014-518

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: RATE EXHIBIT "A"; COUNCIL BILL

Finance Director: Leslie Haase LH	**Date:** 10-13-14
Human Resource Director: Dave Allgood DA	**Date:** 10.13.14
City Attorney: Peter Edwards PE	**Date:** 10/13/14
City Manager: Sam Anselm	**Date:** 10/15/14

INTRODUCTION:
This Council Bill approves a renewal contract with Humana to provide vision insurance coverage for city employees.

DISCUSSION:
The City is accepting a renewal agreement with the current vision provider, Humana. The vision insurance coverage will increase approximately 6.5% for the time period of January 1, 2015 to December 31, 2015. Vision insurance is 100% voluntary coverage paid by the employee.

There are two vision plans, with tiered rates as shown on the attached exhibit.

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

COUNCIL BILL NO. 2014-518 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Humana to provide voluntary vision 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 Humana to provide vision 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, in that said Ordinance deals with the preservation of property, health, and safety relating to the continuation of benefits for employees, and as such shall become effective immediately upon its passage. Specifically, this Ordinance approves an insurance plan that will be included in the City's 2015 insurance plan and its enrollment period beginning after passage of this Ordinance.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
VISION INSURANCE RATES-HUMANA
2015 COVERAGE
EXHIBIT "A"

PLAN DESCRIPTION	2014 EMPLOYEE MONTHLY CONTRIBUTION	2015 EMPLOYEE MONTHLY CONTRIBUTION	% INCREASE
EMPLOYEE:			
VISION EXAM PLUS (BASIC):			
EMPLOYEE (SINGLE)	1.66	1.78	7.2%
EMPLOYEE/SPOUSE	3.34	3.56	6.6%
EMPLOYEE/CHILD(REN)	3.18	3.38	6.3%
FAMILY	4.98	5.30	6.4%
VCP (VISION CARE PLAN):			
EMPLOYEE (SINGLE)	5.10	5.42	6.3%
EMPLOYEE/SPOUSE	11.90	12.66	6.4%
EMPLOYEE/CHILD(REN)	11.22	11.94	6.4%
FAMILY	18.58	19.76	6.4%

Renewal Confirmation 2015

Humana.

Group: City of Joplin **Group #: 529148** **Renewal Date: 01/01/2015**

Thank you for selecting Humana. We look forward to working with you and your employees during the coming year.

We're writing to make sure we have a common understanding of the specific products you've selected.

Rates 2015					
Vision Plan 1 Exam Plus Rate guaranteed through 12/31/2016	Exam Plus, $10 In-Network Exam Copay, 20% In-Network retail discount for Lenses and Frames, 12 Month Exam Frequency Limit	$1.77	$3.55	$3.37	$5.30
Vision Plan Rate guaranteed through 12/31/2016	VCP, $10/$15 In-Network Exam/Material Copay $45 In-network Frame Allowance, $110 in-network Contact Lens allowance12/12/24	EE $5.42	ESP $12.65	ECH $11.93	Fam $19.76

Please confirm your agreement by signing in the authorization box below and returning it to me at your earliest convenience by fax, e-mail, or mail:

Cassandra Leal
7311 W 132nd Street Suite 200
Overland Park, KS 66213
cleal@humana.com
920-632-9270

If you have questions, please call me at 913-217-3352 or e-mail me at the address above. Thanks again for selecting Humana.

Sincerely,

Cassandra Leal
Health Solutions Client Executive

Authorization for City of Joplin. I agree the foregoing description of products and services represents the selection I have made. I authorize Humana to proceed with implementation and contracting activities.

Name:_____

Title:_____ Date:_____

Vision fully-insured renewal summary

City of Joplin
Group 529148
Renewal date: January 1, 2015

Your current and renewal vision rates

Renewal rates guaranteed through: December 31, 2016

Plan description	Coverage type	Enrollment	Current rate	Monthly premium	Renewal rate	Monthly premium
Plan 1						
Exam Plus Vision Plan, $10 In Network Exam Copay, 20% In Network Retail Discount for Lenses and Frames, 12 Month Exam Frequency Limitation	Employee	32	$1.66	$53	$1.77	$57
	Employee + Spouse	10	$3.34	$33	$3.55	$36
	Employee & Child(ren)	5	$3.17	$16	$3.37	$17
	Family	25	$4.98	$125	$5.30	$133
	Total	72		$227		$241
Plan 2						
VCP, $10/$15 In Network Exam/Material Copay, $45 In Network Frame Allowance, $110 In Network Contact Lens Allowance, 12/12/24 Exam/Lens or Contact Lens/Frame Frequency Limitation	Employee	117	$5.09	$596	$5.42	$634
	Employee + Spouse	54	$11.89	$642	$12.65	$683
	Employee & Child(ren)	32	$11.21	$359	$11.93	$382
	Family	100	$18.57	$1,857	$19.76	$1,976
	Total	303		$3,453		$3,675

HumanaVision

It needs to be easy for your employees to get the vision care they need. At home or on the road, your employees will find a provider with convenient hours and locations. And they'll receive substantial savings on eye wear and exams when they visit network providers.

It's important your employees keep their eyes healthy and get routine care. Exams can help prevent vision loss, but also detect more serious diseases in the body such as diabetes, hypertension, multiple sclerosis, and brain tumors.

HumanaVision plans encourage prevention, early diagnosis, and treatment, helping employees stay healthy and possibly prevent permanent vision loss.

Humana

Information is intended for the recipient only and is not to be distributed. This privileged and confidential information is proprietary to HumanaDental Insurance Company.

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 20, 2014

ITEM: COUNCIL BILL NO. 2014-519
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase LH	**Date:** 10-13-14
City Attorney: Peter Edwards PE	**Date:** 10/13/14
City Manager: Sam Anselm	**Date:** 10/13/14

INTRODUCTION:
This Council Bill amends the adopted 2013-2014 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 as a result of the tornado that struck our community. Additionally, this amends the budget to recognize the donation of the property from Mercy.

This budget amendment increases expenditures by $9,633,400.

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

COUNCIL BILL NO. 2014-519 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2013-248 on October 21, 2013, which estimated revenues and appropriated funds for the fiscal year 2013-2014, 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 2013-2014 budgeted appropriations as adopted by Ordinance 2013-248 be amended by increasing appropriations by the total amount of Nine Million Six Hundred Thirty-Three Thousand Four Hundred Dollars and No Cents ($9,633,400.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for the current fiscal year and as such shall become effective immediately upon its passage.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2013-2014 ADOPTED BUDGET
11-Oct-14

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund				
	City Council	001-0101-500-2205	Food & Beverage Supplies	$	1,000
	City Council	001-0101-500-2815	Special Events & Promotions		1,500
	City Council	001-0101-500-3205	Postage		10,500
	City Council	001-0101-500-5010	Consulting Fees		20,000
	City Council	001-0101-500-8315	Computer Equipment		8,100
	City Clerk	001-0801-500-3005	Electric Charges		2,500
	Legal Services	001-1002-500-3015	Telephone Services		1,500
	City Prosecutor	001-1003-500-3015	Telephone Services		1,500
	City Prosecutor	001-1003-500-7010	Copy Services		5,000
	Human Resources	001-1202-500-2120	General Office Supplies		2,000
	Human Resources	001-1202-500-3015	Telephone Services		3,000
	Human Resources	001-1202-500-5015	Legal Fees		2,500
	Human Resources	001-1202-500-6005	Travel Expenses		3,000
	Human Resources	001-1204-500-1720	Employee Recruitment		5,000
	Human Resources	001-1204-500-1730	Employee Drug Testing		10,000
	Finance	001-2003-500-2120	General Office Supplies		3,000
	Finance	001-2003-500-3015	Telephone Services		3,000
	Finance	001-2003-500-6005	Travel Expenses		1,000
	Finance	001-2003-500-7005	Printing Services		7,000
	TIF Reimbursable Costs	001-2015-500-5015	Legal Fees		20,000
	Information Services	001-2501-500-1530	Standby Pay		25,000
	Information Services	001-2501-500-2835	Equipment Lease & Rental		5,000
	Information Services	001-2501-500-3015	Telephone Services		5,000
	Information Services	001-2501-500-7010	Copy Services		5,000
	Municipal Court	001-3001-500-3015	Telephone Services		4,000
	Municipal Court	001-3001-500-7010	Copy Services		3,000
	Public Works Administration	001-4501-520-1010	Regular Wages		15,000
	Public Works Administration	001-4501-520-2120	General Office Supplies		500
	Public Works Administration	001-4501-520-3015	Telephone Services		1,500
	City Facility Maintenance	001-4502-520-3005	Electric Charges		8,000
	City Facility Maintenance	001-4502-520-4125	General Equipment Repairs		5,000
	City Facility Maintenance	001-4502-520-8010	Building Improvements		30,000
	City Facility Maintenance	001-4502-520-8220	Operating Equipment		5,000
	Building Regulations	001-4503-520-3015	Telephone Services		3,000
	Building Regulations	001-4503-520-6115	Educational Materials		1,500
	City Hall Maintenance	001-4504-520-2015	Janitorial Supplies		6,000
	City Hall Maintenance	001-4504-520-3005	Electric Charges		8,000
	City Hall Maintenance	001-4504-520-8220	Operating Equipment		8,000
	Engineering	001-4505-520-3015	Telephone Services		4,000
	Engineering	001-4505-520-5010	Consulting Fees		3,000
	Engineering	001-4505-520-6005	Travel Expenses		2,000
	Engineering	001-4505-520-7005	Printing Services		5,000
	Engineering	001-4505-520-8105	Land Acquisition		621,000
	Police Administration	001-5501-510-1020	Overtime		5,000
	Police Administration	001-5501-510-3015	Telephone Services		3,000
	Police Administration	001-5501-510-4210	Central Garage Repairs		6,000
	Police Administration	001-5501-510-6005	Travel Expenses		4,500
	Police Patrol	001-5502-510-1010	Regular Wages		180,000
	Police Patrol	001-5502-510-1020	Overtime		10,000
	Police Patrol	001-5502-510-3015	Telephone Services		20,000

Police Patrol	001-5502-510-3115	Fuel, Oil, & Diesel			30,000
Police Patrol	001-5502-510-7010	Copy Services			5,000
Police Investigations	001-5503-510-1010	Regular Wages			110,000
Police Investigations	001-5503-510-1020	Overtime			10,000
Police Investigations	001-5503-510-3015	Telephone Services			8,000
Police Investigations	001-5503-510-3205	Postage			3,000
Police Investigations	001-5503-510-4210	Central Garage Repairs			3,000
Police Support Services	001-5504-510-1010	Regular Wages			10,000
Police Support Services	001-5504-510-1110	Part-Time Wages			5,000
Police Support Services	001-5504-510-3015	Telephone Services			6,000
Police Support Services	001-5504-510-7005	Printing Services			5,000
Police Jail Services	001-5507-510-1020	Overtime			5,000
Police Jail Services	001-5507-510-1110	Part-Time Wages			8,000
Police Jail Services	001-5507-510-3115	Fuel, Oil, & Diesel			1,000
Police Jail Services	001-5507-510-7010	Copy Services			5,000
Police SEU	001-5508-510-1010	Regular Wages			5,000
Police SEU	001-5508-510-3015	Telephone Services			8,000
Police SEU	001-5508-510-7010	Copy Services			5,000
Police Public Safety	001-5575-510-3015	Telephone Services			10,000
Police Federal Grants	001-5590-510-2050	Operating Supplies			50,000
Police Federal Grants	001-5590-510-6005	Travel Expenses			30,000
Fire Administration	001-6001-510-3015	Telephone Services			1,000
Fire Administration	001-6001-510-7010	Copy Services			8,000
Fire Operations	001-6002-510-1010	Regular Wages			30,000
Fire Operations	001-6002-510-2015	Janitorial Supplies			3,000
Fire Operations	001-6002-510-2410	Motor Vehicle Parts			3,000
Fire Operations	001-6002-510-3015	Telephone Services			8,000
Fire Operations	001-6002-510-3115	Fuel, Oil, & Diesel			10,000
Fire Operations	001-6002-510-4205	Central Garage Repairs			10,000
Fire Operations	001-6002-510-5090	FEMA Cleanup Costs			55,000
Fire Operations	001-6002-510-8230	Emergency Operating Equipment			9,000
Fire Prevention	001-6003-510-3115	Fuel, Oil, & Diesel			2,000
Fire Prevention	001-6003-510-4210	Central Garage Repairs			2,000
Fire Public Safety	001-6075-510-1010	Regular Wages			40,000
Fire Public Safety	001-6075-510-1530	Standby Pay			20,000
Fire Public Safety	001-6075-510-3005	Electric Charges			30,000
Fire Public Safety	001-6075-510-5265	Maintenance Contracts			5,000
Cemeteries	001-6540-560-1210	Seasonal Wages			30,000
Cemeteries	001-6540-560-2030	Maintenance Supplies			5,000
Emergency Management	001-7001-510-3015	Telephone Services			1,500
Emergency Management	001-7002-510-3015	Telephone Services			5,000
Emergency Management	001-7002-510-5265	Maintenance Contracts			2,500
Neighborhood Improvement	001-8001-520-3015	Telephone Services			1,500
Neighborhood Improvement	001-8001-520-7010	Copy Services			2,500
Transfers & Subsidies	001-9003-500-9805	TIF Tax Payment			400,000
Flower Purchases	005-1206-500-7135	Flower Purchases			1,000
Total General Fund			$	-	2,120,100

105	CVB Fund					
	CVB Administration	105-4001-560-3015	Telephone Services			3,000
	CVB Administration	105-4001-560-6005	Travel Expenses			2,000
	CVB Administration	105-4001-560-7015	Advertising			15,000
	CVB Administration	105-4001-560-8315	Computer Supplies			3,800
	CVB Administration	105-4001-560-8505	Parks Improvements			2,000
	CVB Special Projects	105-4080-560-6005	Travel Expenses			1,000
	CVB Special Projects	105-4080-560-7426	Joplin Sports Authority			10,000
	Total CVB Fund			$	-	36,800

110	Health Fund					
	Health Administration	110-3501-550-3015	Telephone Services			3,000
	Health WIC	110-3502-550-3015	Telephone Services			60,000
	Health Environmental Health	110-3503-550-3015	Telephone Services			2,000
	Health Medical	110-3504-500-3015	Telephone Services			5,000
	Health Medical	110-3504-500-5160	Vital Records Program Fee			5,000
	Health Animal Control	110-3505-550-3015	Telephone Services			1,500
	Health Public Preparedness	110-3507-550-1010	Regular Wages			10,000
	Total Health Fund			$	-	86,500
115	Parks Fund					
	Parks Administration	115-6501-560-6005	Travel Expenses	$		1,500
	Parks Administration	115-6501-560-7010	Copy Services			1,500
	Parks Administration	115-6501-560-8315	Computer Equipment			15,000
	Parks Pools	115-6510-560-1210	Seasonal Wages			40,000
	Parks Pools	115-6510-560-3005	Electric Charges			20,000
	Parks Pools	115-6510-560-4105	Property Repairs & Maintenance			15,000
	Parks Pools	115-6510-560-8315	Computer Equipment			10,000
	Parks Recreation Programs	115-6511-560-1210	Seasonal Wages			40,000
	Parks Recreation Programs	115-6511-560-6005	Travel Expenses			2,000
	Parks Recreation Programs	115-6511-560-7131	Merchant Card Service Fee			7,000
	Parks Senior Center	115-6512-560-3020	Water Charges			5,000
	Parks Memorial Hall	115-6513-560-3005	Electric Charges			4,000
	Parks Memorial Hall	115-6513-560-4105	Property Repairs & Maintenance			20,000
	Parks Museum	115-6514-560-3005	Electric Charges			7,000
	Parks Athletic Complex	115-6516-560-1210	Regular Seasonal			50,000
	Parks Athletic Complex	115-6516-560-2050	Operational Supplies			5,000
	Parks Athletic Complex	115-6516-560-2825	Safety Equipment			1,500
	Parks Athletic Complex	115-6516-560-3005	Electric Charges			15,000
	Parks Athletic Complex	115-6516-560-3115	Fuel, Oil, & Diesel			6,000
	Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance			8,000
	Parks Athletic Complex	115-6516-560-7010	Copy Services			1,000
	Parks Athletic Complex	115-6516-560-7205	Resale Inventory			30,000
	Parks Stadium	115-6530-560-1010	Regular Wages			7,000
	Parks Stadium	115-6530-560-1210	Seasonal Wages			15,000
	Parks Stadium	115-6530-560-4105	Property Repairs & Maintenance			1,000
	Grounds & Maintenance	115-6532-560-1210	Seasonal Wages			60,000
	Grounds & Maintenance	115-6532-560-2040	Hardware Supplies			7,000
	Grounds & Maintenance	115-6532-560-2825	Safety Equipment			1,000
	Grounds & Maintenance	115-6532-560-3015	Telephone Charges			5,000
	Grounds & Maintenance	115-6532-560-3115	Fuel, Oil, & Diesel			10,000
	Grounds & Maintenance	115-6532-560-4210	Property Repairs & Maintenance			10,000
	Grounds & Maintenance	115-6532-560-5091	Tornado-Related Costs			30,000
	Grounds & Maintenance	115-6532-560-6005	Travel Expenses			1,000
	Grounds & Maintenance	115-6532-560-8505	Park Improvements			17,000
	Total Parks Fund			$	-	468,500
120	Solid Waste Management Fund					
	Solid Waste Management	120-4510-540-4210	Central Garage Repairs	$		3,000
	Solid Waste Management	120-4510-540-7005	Printing Services			10,000
	Total SWM Fund			$	-	13,000
130	Parks/Stormwater Sales Tax					
	Stormwater Sales Tax	130-4555-530-2050	Operational Supplies	$		3,000
	Stormwater Sales Tax	130-4555-530-3115	Fuel, Oil, & Diesel			5,000
	Stormwater Sales Tax	130-4555-530-8665	Stormwater Projects			1,800,000
	Transfers	130-9003-530-9805	TIF Transfer			20,000
	Transfers	130-9003-560-9805	TIF Transfer			15,000
	Total Parks/Stormwater Sales Tax Fund			$	-	1,843,000

140	Transportation Sales Tax					
	Street Maintenance	140-4520-530-1010	Regular Wages	$	-	60,000
	Street Maintenance	140-4520-530-1020	Overtime wages			10,000
	Street Maintenance	140-4520-530-1210	Seasonal Wages			10,000
	Street Maintenance	140-4520-530-2010	Wearing Apparel			3,000
	Street Maintenance	140-4520-530-2530	Ice Control Materials			35,000
	Street Maintenance	140-4520-530-2540	Sand, Gravel, & Rock			30,000
	Street Maintenance	140-4520-530-3005	Electric Charges			150,000
	Street Maintenance	140-4520-530-4110	Utility Cut Repairs			40,000
	Street Maintenance	140-4520-530-7120	Bad Debt Expense			8,000
	Street Maintenance	140-4520-530-8650	Street Projects			250,000
	Street Cleaning	140-4521-530-3115	Fuel, Oil, & Diesel			9,000
	Street Cleaning	140-4521-530-4210	Central Garage Repairs			15,000
	Traffic Control	140-4530-540-3115	Fuel, Oil, & Diesel			3,000
	Traffic Control	140-4530-540-4210	Central Garage Repairs			7,000
	Traffic Signal Maintenance	140-4531-530-4210	Central Garage Repairs			3,000
	MAPS	140-5002-530-2105	Janitorial Supplies			1,000
	MAPS	140-5002-530-3010	Gas Charges			5,000
	MAPS	140-5002-530-7010	Copy Services			1,500
	MAPS	140-5002-530-8010	Building Improvements			21,000
	Transfers	140-9003-530-9805	TIF Transfer			50,000
	Total Transportation Sales Tax Fund			$	-	711,500
145	Capital Improvement Sales Tax Fund					
	Transfers	145-9003-520-9805	TIF Transfer	$	-	75,000
	Total Capital Improvement Sales Tax Fund			$	-	75,000
150	Community Development Fund					
	CDBG Projects	150-1502-570-7414	Sidewalk Replacement	$	-	150,000
	EDA Grant-Recovery	150-1517-570-1010	Regular Wages			3,000
	HOME Consortium	150-1520-570-7401	ESC			80,000
	HOME Consortium	150-1520-570-7404	JAHFH			30,000
	Total Community Development Fund			$	-	263,000
160	Economic Development Fund					
	Economic Development	160-0586-500-730	Fees & Permits	$	-	500
	Total Economic Development Fund			$	-	500
305	Infrastructure Fund					
	Infrastructure Projects	305-4550-530-8635	Sidewalk Projects	$	-	700,000
	Infrastructure Projects	305-4550-530-8637	Trail Projects			20,000
	Infrastructure Projects	305-4550-530-8650	Street Projects			1,100,000
	Infrastructure Projects	305-4550-530-8665	Stormwater Projects			100,000
	Total Infrastructure Fund			$	-	1,920,000
325	Joe Becker Stadium Renovation Fund					
	Joe Becker Stadium	325-6595-560-8015	Facility Improvements	$	-	300,000
	Total Joe Becker Stadium Renovation Fund			$	-	300,000

405	Airport Fund					
	Airport	405-5004-520-1010	Regular Wages	$	-	5,000
	Airport	405-5004-520-1110	Part-Time Wages			20,000
	Airport	405-5004-520-2835	Equipment Lease & Rental			5,000
	Airport	405-5004-520-3005	Electric Charges			15,000
	Airport	405-5004-520-3115	Fuel, Oil, & Diesel			10,000
	Airport	405-5004-520-4210	Central Garage Repairs			1,500
	Airport	405-5004-520-5120	Janitorial Services			2,000
	Airport	405-5004-520-6005	Travel Expenses			1,000
	Airport	405-5004-520-7120	Bad Debt Expense			5,000
	Total Airport Fund			$	-	64,500

410	Golf Course Fund					
	Golf Course Clubhouse	410-6520-560-1210	Seasonal Wages	$	-	15,000
	Golf Course Clubhouse	410-6520-560-2210	Resale Inventory			3,000
	Golf Course Clubhouse	410-6520-560-3020	Water Charges			15,000
	Golf Course Maintenance	410-6521-560-1210	Seasonal Wages			20,000
	Golf Course Maintenance	410-6521-560-3115	Fuel, Oil, & Diesel			3,000
	Golf Course Maintenance	410-6521-560-4125	General Equipment Repairs			2,000
	Golf Course Maintenance	410-6521-560-4205	Vehicle Repairs			6,000
	Total Golf Course Fund			$	-	64,000

415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-2050	Operational Supplies	$		3,000
	Billing & Collection	415-2002-540-2120	General Office Supplies			5,000
	Billing & Collection	415-2002-540-3205	Postage			50,000
	Billing & Collection	415-2002-540-7131	Merchant Card Service Fee			15,000
	2010 Bond Issue	415-2009-500-7110	Interest Expense			15,000
	2011 Bond Issue	415-2011-500-7315	DNR Fee			100,000
	Silver Creek Bond	415-2012-500-7110	Interest Expense			20,000
	Sewer Treatment	415-4541-540-3010	Gas Charges			50,000
	Sewer Treatment	415-4541-540-3115	Fuel, Oil, & Diesel			5,000
	Sewer Treatment	415-4541-540-6105	Dues & Memberships			2,500
	Sewer Treatment	415-4541-540-9699	Engineering Fee Transfer			300,000
	Sewer Maintenance	415-4542-540-3010	Gas Charges			3,000
	Sewer Maintenance	415-4542-540-3115	Fuel, Oil, & Diesel			5,000
	Transfers	415-9003-540-9996	Utility Fee Transfer			500,000
	Total Sanitary Sewer Fund			$	-	1,073,500

505	Central Garage Fund					
	Central Garage	505-4570-520-2060	Shop Supplies	$		3,000
	Central Garage	505-4570-520-3015	Telephone Charges			1,500
	Central Garage	505-4570-520-4120	Building Repairs			2,000
	Central Garage	505-4570-520-5265	Maintenance Contracts			5,000
	Central Garage	505-4570-520-7030	Fees & Permits			1,500
	Central Garage	505-4570-520-7215	Cost of Safety Equipment Sold			5,000
	Central Garage	505-4570-520-7220	Cost of Fuel Sold			50,000
	Total Central Garage Fund			$	-	68,000

510	Health Self-Insurance Fund					
	Health Self-Insurance	510-7504-500-5010	Consulting Fees	$	-	25,000
	Health Self-Insurance	510-7504-500-5235	Benefit Administration			20,000
	Health Self-Insurance	510-7504-500-5305	Judgments & Claims			300,000
	Health Sefl-Insurance	510-7504-500-7030	Fees & Permits			5,000
	Health Self-Insurance	510-7504-500-8220	Operating Equipment			8,000
	Total Health Self-Insurance Fund			$	-	358,000

512	Worker's Compensation Fund					
	Worker's Compensation	512-7503-500-5235	Benefit Administration	$	-	4,000
	Worker's Compensation	512-7503-500-5305	Judgments & Claims			100,000
	Worker's Compensation	512-7503-500-7140	Insurance Premiums			20,000
	Total Worker's Compensation Fund			$	-	124,000
515	Liability Self-Insurance Fund					
	Liability Self-Insurance	515-7501-500-7030	Fees & Permits	$	-	5,000
	Liability Self-Insurance	515-7501-500-7140	Insurance Premiums			30,000
	Total Liability Self-Insurance Fund			$	-	35,000
520	Emergency Communications Fund					
	Communications	520-8502-510-3015	Telephone Charges	$		5,000
	Communications	520-8502-510-7010	Copy Services			1,500
	Radio Services	520-8503-510-3015	Telephone Charges			1,000
	Radio Services	520-8503-510-3115	Fuel, Oil, & Diesel			500
	Radio Services	520-8503-510-6005	Travel Expenses			500
	Total Emergency Communications Fund			$	-	8,500
	Grand Total			$	-	9,633,400

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 20, 2014

ITEM: COUNCIL BILL NO. 2014-520
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Budget Summary for the FY 2015 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; and Budget Reconciliation 2) Budget Reconciliation-Proposed to Adopted

Finance Director: Leslie Haase LH	**Date:** 10-13-14
City Attorney: Peter Edwards PE	**Date:** 10/13/14
City Manager: Sam Anselm	**Date:** 10/13/14

INTRODUCTION:
This Council Bill approves the 2014-2015 budget for the City of Joplin.

DISCUSSION:
This Council Bill adopts the 2014-2015 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $186,418,400 in revenue (including transfers) and $190,014,990 in appropriations (including transfers).

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

COUNCIL BILL NO. 2014-520 **ORDINANCE NO.**

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2014 to October 31, 2015, 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 2014-2015 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, 2014 to October 31, 2015.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2014 to October 31, 2015 are $186,418,400 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, 2014 to October 31, 2015 are $190,014,990.

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 2013-2014

appropriated budget is shown on the books and records of the City at the close of business on October 31, 2014. The amount of the increase to the FY 2014-2015 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, 2014 to October 31, 2015, 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, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 37,887,694	$ 6,545,000	$ 4,045,000	$ 48,477,694
Licenses & Permits	1,453,350	-	-	1,453,350
Fines & Forfeitures	2,124,650	-	-	2,124,650
Service Charges & User Fees	3,370,200	13,292,011	-	16,662,211
Charges & Assessments	1,371,846	7,526,134	-	8,897,980
Other Income & Donations	399,110	414,500	650	814,260
Intergovernmental	83,939,786	6,328,100	-	90,267,886
TOTAL REVENUES	**$ 130,546,636**	**$ 34,105,745**	**$ 4,045,650**	**$ 168,698,031**
EXPENDITURES				
General Government	$ 5,653,108	$ 6,488,247	$ 2,694,000	$ 14,835,355
Public Safety	21,626,986	1,832,422	-	23,459,408
Public Works	3,504,285	4,222,408	-	7,726,693
Highways & Streets	27,057,319	-	-	27,057,319
Environmental	2,385,211	6,355,308	-	8,740,519
Health Services	4,673,925	-	-	4,673,925
Culture & Recreation	20,023,039	655,811	-	20,678,850
Social Services	40,599,318	-	-	40,599,318
Debt Service	638,096	447,781	-	1,085,877
Infrastructure/Economic Development	19,988,763	-	-	19,988,763
TOTAL EXPENDITURES	**$ 146,150,050**	**$ 20,001,977**	**$ 2,694,000**	**$ 168,846,027**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (15,603,414)**	**$ 14,103,768**	**$ 1,351,650**	**$ (147,996)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 17,037,369	$ 683,000	$ -	17,720,369
Transfers Out	(11,722,529)	(9,446,434)	-	(21,168,963)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 5,314,840**	**$ (8,763,434)**	**$ -**	**$ (3,448,594)**
NET CHANGE IN FUND BALANCE	**$ (10,288,574)**	**$ 5,340,334**	**$ 1,351,650**	**$ (3,596,590)**
FUND BALANCE, BEGINNING OF YEAR	**$ 43,574,520**	**$ 86,327,174**	**$ 5,681,008**	**$ 135,582,702**
FUND BALANCE, END OF YEAR	**$ 33,285,946**	**$ 91,667,508**	**$ 7,032,658**	**$ 131,986,112**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 74,977,686	$ -	$ 74,977,686
Restricted for Debt Service	-	4,915,782	-	4,915,782
Reserve - Cell Phone	-	-	-	-
Reserve - Land Line Settlement	-	-	-	-
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	16,182,521	-	-	16,182,521
Unrestricted Fund Balance/Net Assets	17,103,425	11,774,040	7,032,658	35,910,123
TOTAL FUND BALANCE SUMMARY	**$ 33,285,946**	**$ 91,667,508**	**$ 7,032,658**	**$ 131,986,112**

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
REVENUES							
Taxes	$ 19,392,825	$ 1,175,000	$ 359,500	$ 359,500	$ 359,500	$ 3,189,638	$ 8,267,275
Licenses & Permits	1,429,850	-	-	-	-	-	-
Fines & Forfeitures	2,124,650	-	-	-	-	-	-
Service Charges & User Fees	146,000	-	4,700	847,000	2,100,000	-	256,500
Charges & Assessments	238,050	-	68,700	-	25,000	-	325,000
Other Income & Donations	275,025	2,500	15,485	2,500	-	-	32,600
Federal Grants	487,150	-	2,290,530	-	-	1,678,351	-
State Grants	89,480	-	676,339	-	19,314	-	881,848
Local Grants	184,286	-	51,600	-	-	-	16,000
TOTAL REVENUES	**$ 24,367,316**	**$ 1,177,500**	**$ 3,466,854**	**$ 1,209,000**	**$ 2,503,814**	**$ 4,867,989**	**$ 9,779,223**
EXPENDITURES							
General Government	$ 5,653,108	$ -	$ -	$ -	$ -	$ -	$ -
Public Safety	21,626,986	-	-	-	-	-	-
Public Works	3,334,285	-	-	-	-	-	-
Highways & Streets	-	-	-	-	-	3,905,010	7,049,407
Environmental	-	-	-	-	2,385,211	-	-
Health Services	-	-	4,673,925	-	-	-	-
Culture & Recreation	347,074	1,080,047	-	3,441,534	-	627,596	-
Social Services	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 30,961,453**	**$ 1,080,047**	**$ 4,673,925**	**$ 3,441,534**	**$ 2,385,211**	**$ 4,532,606**	**$ 7,049,407**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (6,594,137)**	**$ 97,453**	**$ (1,207,071)**	**$ (2,232,534)**	**$ 118,603**	**$ 335,383**	**$ 2,729,816**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 10,995,369	$ -	$ 988,500	$ 2,271,500	$ -	$ -	$ -
Transfers Out	(7,288,989)	(1,055,250)	(75,810)	(144,751)	(52,730)	(310,998)	(2,299,201)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 3,706,380**	**$ (1,055,250)**	**$ 912,690**	**$ 2,126,749**	**$ (52,730)**	**$ (310,998)**	**$ (2,299,201)**
NET CHANGE IN FUND BALANCE	**$ (2,887,757)**	**$ (957,797)**	**$ (294,381)**	**$ (105,785)**	**$ 65,873**	**$ 24,385**	**$ 430,615**
FUND BALANCE, BEG. OF YEAR	**$ 20,477,755**	**$ 1,473,511**	**$ 516,750**	**$ (393,695)**	**$ 639,270**	**$ 1,036,454**	**$ (739,970)**
FUND BALANCE, END OF YEAR	**$ 17,589,998**	**$ 515,714**	**$ 222,369**	**$ (499,480)**	**$ 705,143**	**$ 1,060,839**	**$ (309,355)**
FUND BALANCE SUMMARY:							
Reserve - Cell Phone	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reserve - Land Line Settlement	-	-	-	-	-	-	-
Reserved for Contingency-PS	1,031,568	-	-	-	-	-	-
Unrest. Pub. Safety Fund Balance	6,156,554	-	-	-	-	-	-
Reserved for Contingency	5,609,102	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	-	-	-	-	-	-
Unrestricted Fund Balance	4,792,774	515,714	222,369	(499,480)	705,143	1,060,839	(309,355)
TOTAL FUND BALANCE SMRY	**$ 17,589,998**	**$ 515,714**	**$ 222,369**	**$ (499,480)**	**$ 705,143**	**$ 1,060,839**	**$ (309,355)**

*TIF Proceeds.

Capital Improvement Sales Tax Fund	Community Development Fund	Economic Development Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Library Project Fund	Joe Becker Renovations Fund	Total Governmental Funds
$ 4,784,456	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,887,694
-	23,500	-	-	-	-	-	-	1,453,350
-	-	-	-	-	-	-	-	2,124,650
-	16,000	-	-	-	-	-	-	3,370,200
-	50,000	-	585,096	-	80,000	-	-	1,371,846
25,000	-	42,000	500	2,500	1,000	-	-	399,110
4,034,000	40,070,934	-	-	19,623,300	-	8,021,430	-	76,205,695
-	309,866	-	-	-	-	-	-	1,976,847
3,500,000	-	-	-	-	-	2,005,358	-	5,757,244
$ 12,343,456	**$ 40,470,300**	**$ 42,000**	**$ 585,596**	**$ 19,625,800**	**$ 81,000**	**$ 10,026,788**	**$ -**	**$ 130,546,636**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,653,108
-	-	-	-	-	-	-	-	21,626,986
-	-	-	-	-	170,000	-	-	3,504,285
16,102,902	-	-	-	-	-	-	-	27,057,319
-	-	-	-	-	-	-	-	2,385,211
-	-	-	-	-	-	-	-	4,673,925
-	-	-	-	-	-	10,026,788	4,500,000	20,023,039
-	40,599,318	-	-	-	-	-	-	40,599,318
-	-	-	638,096	-	-	-	-	638,096
-	-	-	-	19,988,763	-	-	-	19,988,763
$ 16,102,902	**$ 40,599,318**	**$ -**	**$ 638,096**	**$ 19,988,763**	**$ 170,000**	**$ 10,026,788**	**$ 4,500,000**	**$ 146,150,050**
$ (3,759,446)	**$ (129,018)**	**$ 42,000**	**$ (52,500)**	**$ (362,963)**	**$ (89,000)**	**$ -**	**$ (4,500,000)**	**$ (15,603,414)**
$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 2,732,000	$ 17,037,369
(262,800)	-	-	-	-	(232,000)	-	-	(11,722,529)
$ (262,800)	**$ 50,000**	**$ -**	**$ -**	**$ -**	**$ (232,000)**	**$ -**	**$ 2,732,000**	**$ 5,314,840**
$ (4,022,246)	**$ (79,018)**	**$ 42,000**	**$ (52,500)**	**$ (362,963)**	**$ (321,000)**	**$ -**	**$ (1,768,000)**	**$ (10,288,574)**
$ 13,367,814	**$ (1,252,635)**	**$ 3,761,283**	**$ 89,390**	**$ 1,512,539**	**$ 1,318,054**	**$ -**	**$ 1,768,000**	**$ 43,574,520**
$ 9,345,568	**$ (1,331,653)**	**$ 3,803,283**	**$ 36,890**	**$ 1,149,576**	**$ 997,054**	**$ -**	**$ -**	**$ 33,285,946**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	1,031,568
-	-	-	-	-	-	-	-	6,156,554
-	-	-	-	-	-	-	-	5,609,102
-	-	-	-	-	-	-	-	-
-	-	3,385,297	-	-	-	-	-	3,385,297
9,345,568	(1,331,653)	417,986	36,890	1,149,576	997,054	-	-	17,103,425
$ 9,345,568	**$ (1,331,653)**	**$ 3,803,283**	**$ 36,890**	**$ 1,149,576**	**$ 997,054**	**$ -**	**$ -**	**$ 33,285,946**

Summary of Proprietary Funds

	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Special Events Fund
REVENUES				
Taxes	$ -	$ -	$ 6,545,000	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	645,270	486,700	9,235,000	-
Charges & Assessments	-	-	60,000	-
Other Income & Donations	1,500	-	176,000	-
Federal Grants	1,678,100	-	4,650,000	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 2,324,870**	**$ 486,700**	**$ 20,666,000**	**$ -**
EXPENSES				
General Government	$ -	$ -	$ 372,365	$ -
Public Safety	-	-	-	-
Public Works	2,439,217	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	6,355,308	-
Health Services	-	-	-	-
Culture & Recreation	-	655,811	-	-
Social Services	-	-	-	-
Debt Service	-	-	447,781	-
TOTAL EXPENSES	**$ 2,439,217**	**$ 655,811**	**$ 7,175,454**	**$ -**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ (114,347)**	**$ (169,111)**	**$ 13,490,546**	**$ -**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 650,000	$ 33,000	$ -	$ -
Transfers Out	(139,656)	-	(8,153,719)	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ 510,344**	**$ 33,000**	**$ (8,153,719)**	**$ -**
NET CHANGE IN NET ASSETS	**$ 395,997**	**$ (136,111)**	**$ 5,336,827**	**$ -**
NET ASSETS, BEGINNING OF YEAR	**$ 20,710,982**	**$ 534,105**	**$ 57,011,574**	**$ -**
NET ASSETS, END OF YEAR	**$ 21,106,979**	**$ 397,994**	**$ 62,348,401**	**$ -**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 22,150,083	$ 537,451	$ 51,342,934	$ -
Restricted for Debt Service	-	-	4,915,782	-
Unrestricted Net Assets	(1,043,104)	(139,457)	6,089,685	-
TOTAL NET ASSETS SUMMARY	**$ 21,106,979**	**$ 397,994**	**$ 62,348,401**	**$ -**

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
$ -	$ -	$ -	$ -	$ -	$ -	$ 6,545,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-
65,550	-	990,000	-	-	1,869,491	13,292,011
-	1,765,000	3,993,884	760,460	946,790	-	7,526,134
-	-	201,000	32,500	3,500	-	414,500
-	-	-	-	-	-	6,328,100
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 65,550	**$ 1,765,000**	**$ 5,184,884**	**$ 792,960**	**$ 950,290**	**$ 1,869,491**	**$ 34,105,745**
$ 50,471	$ -	$ 4,470,000	$ 693,500	$ 901,911	$ -	$ 6,488,247
-	-	-	-	-	1,832,422	1,832,422
-	1,783,191	-	-	-	-	4,222,408
-	-	-	-	-	-	-
-	-	-	-	-	-	6,355,308
-	-		-	-	-	-
-	-	-	-	-	-	655,811
-	-	-	-	-	-	-
-	-	-	-	-	-	447,781
$ 50,471	**$ 1,783,191**	**$ 4,470,000**	**$ 693,500**	**$ 901,911**	**$ 1,832,422**	**$ 20,001,977**
$ 15,079	**$ (18,191)**	**$ 714,884**	**$ 99,460**	**$ 48,379**	**$ 37,069**	**$ 14,103,768**
$ -	$ -	$ -	$ -	$ -	$ -	$ 683,000
(6,498)	(10,666)	-	(1,015,941)	(99,153)	(20,801)	(9,446,434)
$ (6,498)	**$ (10,666)**	**$ -**	**$ (1,015,941)**	**$ (99,153)**	**$ (20,801)**	**$ (8,763,434)**
$ 8,581	**$ (28,857)**	**$ 714,884**	**$ (916,481)**	**$ (50,774)**	**$ 16,268**	**$ 5,340,334**
$ 256,698	**$ 434,241**	**$ 2,872,281**	**$ 2,658,539**	**$ 962,447**	**$ 886,307**	**$ 86,327,174**
$ 265,279	**$ 405,384**	**$ 3,587,165**	**$ 1,742,058**	**$ 911,673**	**$ 902,575**	**$ 91,667,508**
$ 626	$ 271,389	$ -	$ -	$ -	$ 675,203	$ 74,977,686
-	-	-	-	-	-	4,915,782
264,653	133,995	3,587,165	1,742,058	911,673	227,372	11,774,040
$ 265,279	**$ 405,384**	**$ 3,587,165**	**$ 1,742,058**	**$ 911,673**	**$ 902,575**	**$ 91,667,508**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 2,545,000	$ 1,500,000	$ 4,045,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	150	500	650
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 2,545,150**	**$ 1,500,500**	**$ 4,045,650**
EXPENDITURES			
General Government	$ 1,916,000	$ 778,000	$ 2,694,000
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 1,916,000**	**$ 778,000**	**$ 2,694,000**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 629,150**	**$ 722,500**	**$ 1,351,650**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 629,150**	**$ 722,500**	**$ 1,351,650**
FUND BALANCE, BEGINNING OF YEAR	**$ 2,419,455**	**$ 3,261,553**	**$ 5,681,008**
FUND BALANCE, END OF YEAR	**$ 3,048,605**	**$ 3,984,053**	**$ 7,032,658**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	3,048,605	3,984,053	7,032,658
TOTAL FUND BALANCE SUMMARY	**$ 3,048,605**	**$ 3,984,053**	**$ 7,032,658**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2014-2015

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund					
Drug Forfeiture Settlement	Drug Forfeiture Settlement	(1)	$ 100,000	$ 100,200	$ 200
Parks & Stormwater Sales Tax Fund					
FEMA Flood Plain Buyout	TS0602 - Ditch & Detention Pond Maintenance	(1)	-	128,351	128,351
Joe Becker Renovations Fund					
Transfer In	Transfer from CVB Fund	(1)	500,000	1,000,000	500,000
Transfer In	Transfer from Revolving Public Improvement Fund	(1)	-	232,000	232,000
	Total Revenue Increase/(Decrease)		**$ 600,000**	**$ 1,460,551**	**$ 860,551**
APPROPRIATIONS					
General Fund					
Police: Patrol	Operating Equipment - Drug Forfeiture Funds	(1)	$ 177,200	$ 170,200	$ (7,000)
Police: Patrol	Small Office Equipment - Drug Forfeiture Funds	(1)	9,000	16,200	7,200
Convention & Visitors Bureau Fund					
Transfer Out	Transfer to Joe Becker Renovations Fund	(1)	500,000	1,000,000	500,000
Parks & Stormwater Sales Tax Fund					
Land Acquisition	TS0602 - Ditch & Detention Pond Maintenance	(1)	150,000	179,995	29,995
Stormwater Projects	TS0602 - Ditch & Detention Pond Maintenance	(1)	3,025,000	3,174,240	149,240
Revolving Public Improvement Fund					
Transfer Out	Transfer to Joe Becker Renovations Fund	(1)	-	232,000	232,000
Joe Becker Renovations Fund					
Facility Improvements	Joe Becker Renovations	(1)	2,500,000	4,500,000	2,000,000
	Total Appropriation Increase/(Decrease)		**$ 6,361,200**	**$ 9,272,635**	**$ 2,911,435**

NOTES:

(1) Corrections and adjustments made by staff during budget review.

ORDINANCES

FIRST READING

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014

ITEM: Council Bill No. 2014-621 approving a License Agreement between the City of Joplin, Missouri and Crowder College for the use of Joplin Police Department training courses.

ORIGINATING DEPARTMENT: Joplin Police Department

ATTACHMENTS: Council Bill No. 2014-621; copy of License Agreement and Exhibit A.

DEPARTMENT HEAD:	Jason B. Burns JB	**DATE:** 10/10/14
CITY MANAGER:	Samuel L. Anselm	**DATE:** 10/13/14
LEGAL:	Peter C. Edwards PE	**DATE:** 10/10/14
FINANCE:	Leslie Haase LH	**DATE:** 10-10-14

INTRODUCTION:

This Council Bill approves a license agreement between the City of Joplin, Missouri and Crowder College for the use of Joplin Police Department training courses.

DISCUSSION:

The Joplin Police Department has developed and utilizes over 90 training courses to train and provide continuing education for JPD officers. This agreement allows Crowder College to use these existing training courses for their POST training program. In return, any training conducted by Crowder College using one of the listed police department courses, Crowder will provide JPD with a 10% royalty per student per class. In this manner both entities benefit and contribute to the consistency in training for the entire region.

RECOMMENDATION:

Staff recommends this Council Bill be approved on First Reading.

JBB/ts
attachments

COUNCIL BILL NO. 2014-621 **ORDINANCE NO.**

AN ORDINANCE approving a License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, a Municipal Corporation, and Crowder College; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, and Crowder College, a true and accurate copy of the same 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 on behalf of the City of Joplin, Missouri.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this ___ day of _____, 2014, between the JOPLIN POLICE DEPARTMENT ("Licensor") and CROWDER COLLEGE ("Licensee").

WHEREAS, Licensor has developed extensive course materials for the education and training of its law enforcement personnel; and

WHEREAS, Licensee wishes to obtain a license to use said course materials developed by Licensor for Licensee's use in providing Peace Officer Standards and Training Commission (POST) classes to other law enforcement agencies; and

WHEREAS, Licensor and Licensee agree that it is in the best interest of the law enforcement community and the public to ensure that regional law enforcement training is consistent in content, high in quality, and affordable to all agencies.

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

1. Purpose. The purpose of this Agreement is to set forth the conditions under which Licensee is authorized to use Course Materials developed by Licensor for Licensee's use in providing POST classes to other law enforcement agencies.

2. Term of Agreement. This Agreement shall be effective once it is fully executed by each party and shall be for a one-year term, and shall be automatically renewed for successive one-year terms, unless the Agreement is terminated or modified pursuant to this Agreement.

3. Course Materials. Subject to the terms, covenants and conditions contained herein, Licensor grants to Licensee the nonexclusive right to use Course Materials, as designated by Licensor and illustrated in "Exhibit A," attached hereto ("Course Materials"). Additional Course Materials not contained in "Exhibit A" may be licensed at the discretion of Licensor. Licensee acknowledges and agrees that Licensor has invested substantial resources, time, and funds in developing Course Materials.

4. Use of Course Materials. Course Materials shall be used by Licensee in providing POST classes to other law enforcement agencies. Licensor authorizes Licensee to submit the courses in attached "Exhibit A" to the Peace Officer Standards and Training Commission for approval and a control number, which authorizes Licensee to present each course to another law enforcement agency for POST Provider Credit, otherwise known as Continuing Education Credit (CEU), as required by Missouri statute for Missouri Peace Officers to maintain their license.

5. Costs and Payment. Licensee agrees to pay to Licensor ten percent (10%), per student, per class, of the fees charged for presenting such courses, applicable each time each course is presented so long as this Agreement remains in effect. Licensee agrees to remit payment within 15 days of the conclusion of the course. Licensee is to provide documentation supporting the calculation for payment (e.g. class enrollment).

6. Equipment/Set-Up. All equipment and materials associated with Course Materials shall be provided and maintained by Licensee at all times. Licensee shall ensure that the participants in connection with Course Materials shall take all steps necessary to ensure that the set-up is performed in a safe manner. No equipment or set-up shall be supplied by Licensor.

7. Permits and Approvals. At all times during the term of this Agreement, Licensee shall maintain, in full force and effect and at its own cost and expense, all permits, certificates, licenses and other necessary documents to offer Course Materials on the Premises as contemplated herein.

8. Utilities. Licensor shall not be required to provide any utilities.

9. Non-assignment. Licensee's interest herein shall not be assigned, transferred, or granted to any other party.

10. Default. In addition to the termination rights provided herein, Licensor may immediately terminate this Agreement without notice in the event that Licensee defaults on any terms or conditions of the Agreement. In the event Licensee defaults on any terms or condition of this Agreement, Licensor may physically remove any persons, personal property and/or vehicles of Licensee, its employees, producers, vendors, guests, customers, invitees, contractors, or agents remaining on the Premises. Said removal shall be at the expense of Licensee.

11. Alterations. Licensee shall not alter, improve, or in any way change or modify Course Materials without approval by Licensor. Any alterations shall not create an ownership interest in Licensee or any third party.

12. Indemnity. Licensee agrees to indemnify Licensor and hold Licensor harmless from and against any losses, damages or claims, including attorney fees and costs incurred by Licensor for any claim arising from this Agreement, including claims by third parties, for damages connected to this Agreement, including but not limited to the use, non-use, and misuse of Course Materials by Licensee, its employees, students, trainees, vendors, invitees, customers, guests, contractors or agents. The terms of this Section 12 shall survive the termination of this Agreement.

13. Liability. At all times during the term of this Agreement, Licensee shall maintain at its own cost and expense, a policy of commercial general liability insurance, including contractual liability covering its obligations under this Agreement, with a minimum coverage of $1,000,000 per occurrence and not less than $2,000,000 annual aggregate as

to the Course Materials. The policy shall name Licensor as an additional insured. Such insurance shall be purchased from an insurance company licensed to do business in Missouri with an A.M. Best rating of not less than A-X, and shall be placed with such company and upon such forms as Licensor shall reasonably approve. Licensee shall promptly provide Licensor with a certificate of insurance as evidence of the above insurance, which shall provide that the insurer will give Licensor at least thirty (30) days written notice prior to any cancellation, non-renewal or material change in coverage.

14. Licensor Not Responsible. Licensor shall not be liable for any losses, damages or claims of Licensee, or its employees, producers, vendors, guests, customers, invitees, contractors, or agents of Licensee arising out of the use of the above licenses or the use of Course Materials. This Agreement shall not constitute a bailment nor shall it create the relationship of bailor and bailee. Licensor shall have the right to post notices of non-responsibility on and about Course Materials. Licensee shall reimburse Licensor for the costs of such notices and their installation (and, when appropriate, their removal) within ten (10) days after receiving Licensor's invoice).

15. Notices. Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to Licensor:
Joplin Police Department
303 E 3rd St
Joplin, MO 64801
Attention: Chief Jason Burns

with a copy to:
City Attorney's Office
602 S Main St
Joplin MO 64801
Attention: Peter C. Edwards

If to Licensee:
Name
Address
Address
Attention:

16. Termination. Either party may terminate its obligations under this Agreement by giving thirty (30) days written notice to the other party.

17. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affects its interpretation.

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

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

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

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

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

23. Counterparts. This Agreement may be executed in any number of counterparts, electronic, facsimile, or otherwise, each when taken together shall constitute one document.

24. Return of Course Materials. Licensee agrees to return all Course Materials to Licensor upon expiration or termination of this Agreement, and that Licensee will not continue to use Course Materials or any variations thereof, after expiration or termination of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

Licensor and Licensee have executed this Agreement as of the date identified above.

Samuel L. Anselm, Interim City Manager

By: _____
Its: _____

Crowder College

By: _____
Its: _____

Exhibit A
JPD Training Courses

1. Crash Investigation
2. Active Shooter
3. Airport Security Training
4. All Hazards
5. ATV Safety Course
6. Background Investigation
7. Ballistic Breaching (ALS)
8. Basic Crash Photography
9. Basic Sniper School
10. Basic Police Cyclist Course
11. Below 100
12. Building Clearing (Dodson/Higginbotham)
13. CALEA Accreditation Training
14. Car Video/Ticket Writers
15. CBRNE –WMD Radiological/Nuclear Awareness
16. Chemical Munitions
17. Child Abuse
18. City Ordinances/State Laws
19. Civil Disturbance (Higginbotham)
20. Communicable Diseases
21. Community Policing
22. Consular Notification
23. Courtroom Preparation/Testimony
24. CPR (N/A)
25. Crime Free Multi Housing
26. Crime Scene Investigation
27. Criminal Interdiction (Jimenez)
28. Crisis Intervention Team
29. Customer Service
30. Cyber Crimes (Root/Roller)
31. Defensive Tactics
32. Digital Evidence (Roller)
33. Dispatch Protocol (Goodwin)
34. Distracted Driving
35. Diversionary Devices & Stun Munitions
36. Domestic Violence
37. DWI Strategies for Small Agencies
38. EVOC
39. Employee Assistance Program
40. Etiquette & Honor
41. Evidence Collection (McIntosh)
42. Evidentiary Procedures
43. Field Interview/Note Taking (Dininger)
44. Firearm Investigations (Schanot)
45. First Aid
46. Fraud & Forgery Investigations
47. Fraudulent Document Investigations
48. FTO Annual In-Service (Dodson)
49. Gang Investigations
50. Handgun Training (Qualifications)
51. Informants/Intelligence Gathering
52. Interview & Interrogation
53. Juvenile Procedures
54. K9 Operations (Walthall)
55. Legal Aspects of Defensive Tactics
56. License Plate Reader (Wenberg)
57. Media Relations
58. Mental Health Awareness
59. Mini 14 Familiarization
60. Mobile Computer Terminal (MCT)
61. Narcotic Recognition
62. OC-ALS Top Cop
63. Orientation
64. Patrol Response
65. Patrol Rifle Qualification
66. Patrol Tactics (Dininger)
67. Police Ethics
68. Police Motorcycle Operator Certification
69. Pursuits, Roadblocks & Forcible Stops
70. Racial Profiling
71. Radar/Lidar
72. Radio Procedures (Capen/O'Dell)
73. Recruiting Awareness
74. Report Writing
75. Robbery Investigations (Dininger)
76. Sage SL6 Training
77. Search & Seizure
78. SIDA- Security ID Display Area (Howard/Dininger)
79. Sexual Assault Investigations
80. SFST
81. Shotgun Qualification (?)
82. Specialty Impact Munitions
83. SRO (Still being developed)
84. Survival Tactics
85. Tactical Communications
86. Taser Instructor Certification
87. Taser User Certification
88. Terrorism Awareness
89. Type III Permit
90. Use of Force- Legal Updates (Wenberg)
93. Vehicle Stops
94. Weather Spotter/ICS

NEW BUSINESS

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014
ITEM: Site Plan Review for Redevelopment of Joe Becker Stadium

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Site Plans

DEPARTMENT HEAD: Nicholas A. Heatherly NAH DATE: 10/14/14
INTERIM CITY MANAGER: Samuel L. Anselm SLA DATE: 10/14/14
CITY ATTORNEY: Peter C. Edwards PE DATE: 10/14/14
BOARD OR COMMISSION: Planning & Zoning Commission MW DATE: 10/13/14

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

SUMMARY/REQUEST:
Case 041-14: Northeast corner of High Avenue and 3rd Street – A request for a Site Plan Review for the redevelopment of Joe Becker Stadium, located in a District C-3 PD (Commercial – Planned Development) zoning district – City of Joplin.

STAFF SUMMARY:
This Site Plan Review is for the redevelopment of Joe Becker Stadium at the northeast corner of 3rd Street and High Avenue. Properties south of 3rd Street will be used for parking, but may be developed for commercial/retail uses in the future. The small C-3 PD zoned lot north of 2nd Street will be contain a maintenance building for the stadium.

Access Management: The site will have at least two points of access for parking, including accesses from both High and Comingo Avenues.

Parking: Parking will be provided to the south of Joe Becker Stadium. A preliminary parking layout has been provided showing the area that will be used as parking.

Building Design & Materials: The stadium's design is inspired by urban stadiums built between 1930 and 1950. The stadium will feature a mixture of brick and split-face block on the first level. The second level will feature fiber cement panels, painted in a color to match the team's brand.

Buffering: An 8-10 foot fence is proposed on the north side of the Stadium along 2nd Street. This fence will be included along the east and north property line of the small C-3 PD zoned lot north of 2nd Street. Landscaping along the perimeter may be installed in the future.

Staff recommends approval of Case 041-14.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Wright stated that this is a request for a site plan review for the redevelopment of Joe Becker Stadium. The design of the stadium was influenced by urban stadiums built in the 1930's and 1940's which feature a lot of brick and block. The second story of the stadium will contain fiber cement panels that will match the team colors.

Parking will be provided to the south, with additional parking to the west which the City has already been using at the former stadium. An eight to ten-foot perimeter fence is being provided on the north side of the stadium, as well as along the north and east property lines of the small lot that the City owns north of Second Street that adjoins residential property. That lot will be used for a maintenance facility for the stadium.

Mr. Duncan asked about the type of fencing that goes around the small piece of property north of Second Street.

Ms. Kristen Duncan, Corner-Greer Architects, stated that they are still coordinating what the fencing will be around the north side of the side. They are looking at a combination of fencing and hedging, but the type of fencing hasn't been determined yet.

Mr. Chad Greer, Corner-Greer Architects, stated that team's intent is that the fencing on the north side of the property will be a solid fence to provide for advertising, so it will screen from the north properties. A section on the north side will provide for some of the bullpens with access from the northern property. The majority of the fencing around the perimeter of the site will be black coated chain-link fencing.

Mr. Duncan asked if this would be the case for the small northern property where the maintenance facility is located. Mr. Greer replied that it hasn't been determined whether or not fencing is to be provided around that area. That is an existing City owned and maintained piece of property. That is all contingent upon the final programming for what happens in the outfield area and determining whether or not adjacent properties are acquired as part of this redevelopment.

Mr. Cortez asked if the parking being created south of the stadium will be adequate to keep parking on High Avenue from occurring. He also asked about people having to park south of Fourth Street to get to the stadium. Mr. Wright thought the parking area south of the stadium will be sufficient, with potential shuttle services from other City-owned parking lots to the facility.

PUBLIC COMMENT:

None.

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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

For Office Use Only
Case No: 041-14
Filing: $350.00
Date Advertised: N/A
Date Notices Sent: 10-9-14
Public Hearing Date: 10-13-14 / 10-20-14

I. **Name of Project:** Joe Beeker Stadium

II. **Location of Project:** NEC High & 3rd

III. **Name of Owner:** City of Joplin

IV. **Name of Person who Prepared the Site Plan:** Corner Greer & Associates

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	✓	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	✓	
C. Name and address of all owners of record of abutting parcels.		N/A (street right-of-way)
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	✓	
E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments		

	in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures.	____	____	N/A
F.	The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown.	____	____	N/A
G.	The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties.	____	____	N/A
H.	The location, height, size, materials, and design of all proposed signage.	____	____	N/A
I.	A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas.	____	____	N/A
J.	The location of all existing and proposed utility systems including:			
	1. sewer lines and manholes;	✓	____	
	2. water lines and fire hydrants;	✓	____	
	3. telephone, cable and electrical systems; and	✓	____	
	4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales.	____	____	N/A
K.	Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable.	____	____	N/A
L.	Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.)			

requirements. ✓ ____

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ____ ____ N/A (street Row)

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ____ ____ N/A

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ____ ____ N/A

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ____ ____ N/A

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ____ ____ N/A

2. Maximum number of employees; ____ ____ N/A

3.	Maximum seating capacity, where applicable;	___	N/A
4.	Number of parking spaces existing and required for the intended use; and	___	N/A
5.	A landscape plan for improving large areas of paved parking with appropriate landscaping may be required.	___	N/A

SIGNATURE: _____ DATE: 10/9/14

BY: Matt Wright TITLE: City of Joplin - staff planner

Z&P Meeting: October 13, 2014
City Council Meeting: October 20, 2014

STAFF PLANNING REPORT
Site Plan Review

CASE 041-14:

A request for a Site Plan Review for the redevelopment of Joe Becker Stadium, located in a C-3 PD (Commercial – Planned Development) zoning district at the Northeast corner of High Avenue and 3rd Street, also including properties east of High Avenue between 3rd and 4th Streets and one property north of 2nd Street.

NAME OF PROJECT: Joe Becker Stadium

LOCATION: Northeast corner of High Avenue and 3rd Street

APPLICANT: City of Joplin (Owner) / Corner Greer & Associates (Architect)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-3 PD (Commercial – Planned Development)	Outdoor recreation, Vacant (former residential)	57,000 ft² / 1.31 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-2, C-1, C-3	C-1, M-2	R-2, M-2
Land Use	Residential	Community services, residential, commercial	Commercial, industrial	Residential, industrial

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
High Avenue	Local	50'
Comingo Avenue	Local	50'

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:

DISCUSSION

This Site Plan Review is for the redevelopment of Joe Becker Stadium at the northeast corner of 3rd Street and High Avenue. Properties south of 3rd Street will be used for parking, but may be developed for commercial/retail uses in the future. The small C-3 PD zoned lot north of 2nd Street will be contain a maintenance building for the stadium.

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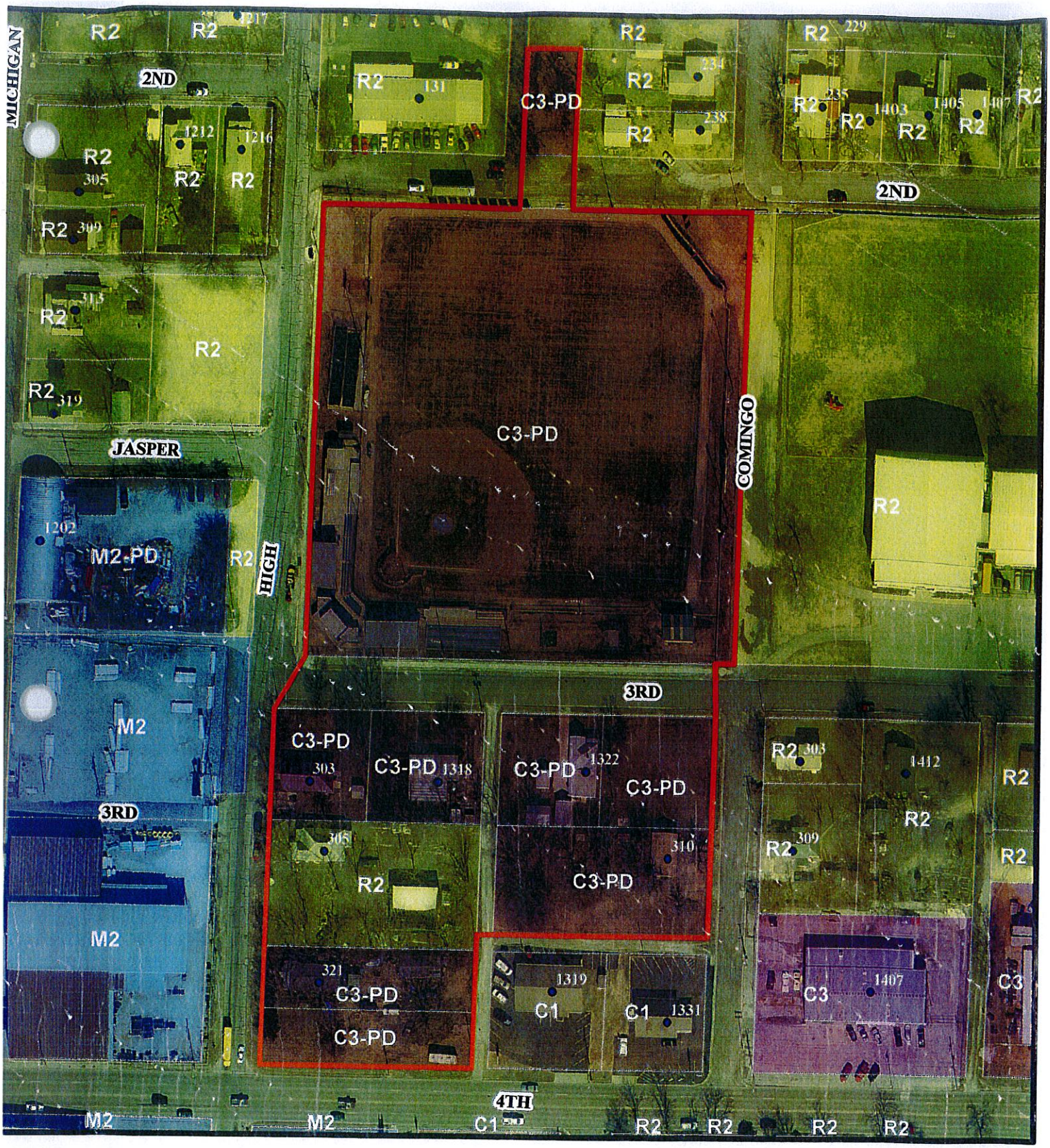
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Staff recommends approval of Case 041-14.

ENCLOSURES:

Site Plans and Building Elevations



0 112.5 225 450 675 900 Feet

Case 041-14: A request for a Site Plan Review for the redevelopment of Joe Becker Stadium, located in a C-3 PD (Commercial - Planned Development) zoning district generally at the northeast corner of 3rd Street and High Avenue, including properties east of High Avenue between 3rd and 4th Streets and one property north of 2nd Street. - City of Joplin

N

Case 041-14: Northeast corner of High Avenue and Third Street – A request for a Site Plan Review for the redevelopment of Joe Becker Stadium, located in a District C-3 PD (Commercial – Planned Development) zoning district – City of Joplin.

Mr. Eastman opened the public comment period for Case 041-14.

Mr. Wright stated that this is a request for a site plan review for the redevelopment of Joe Becker Stadium. The design of the stadium was influenced by urban stadiums built in the 1930's and 1940's which feature a lot of brick and block. The second story of the stadium will contain fiber cement panels that will match the team colors.

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Mr. Eastman asked for questions from the commissioners.

Mr. Duncan asked about the type of fencing that goes around the small piece of property north of Second Street.

Ms. Kristen Duncan, Corner-Greer Architects, stated that they are still coordinating what the fencing will be around the north side of the side. They are looking at a combination of fencing and hedging, but the type of fencing hasn't been determined yet.

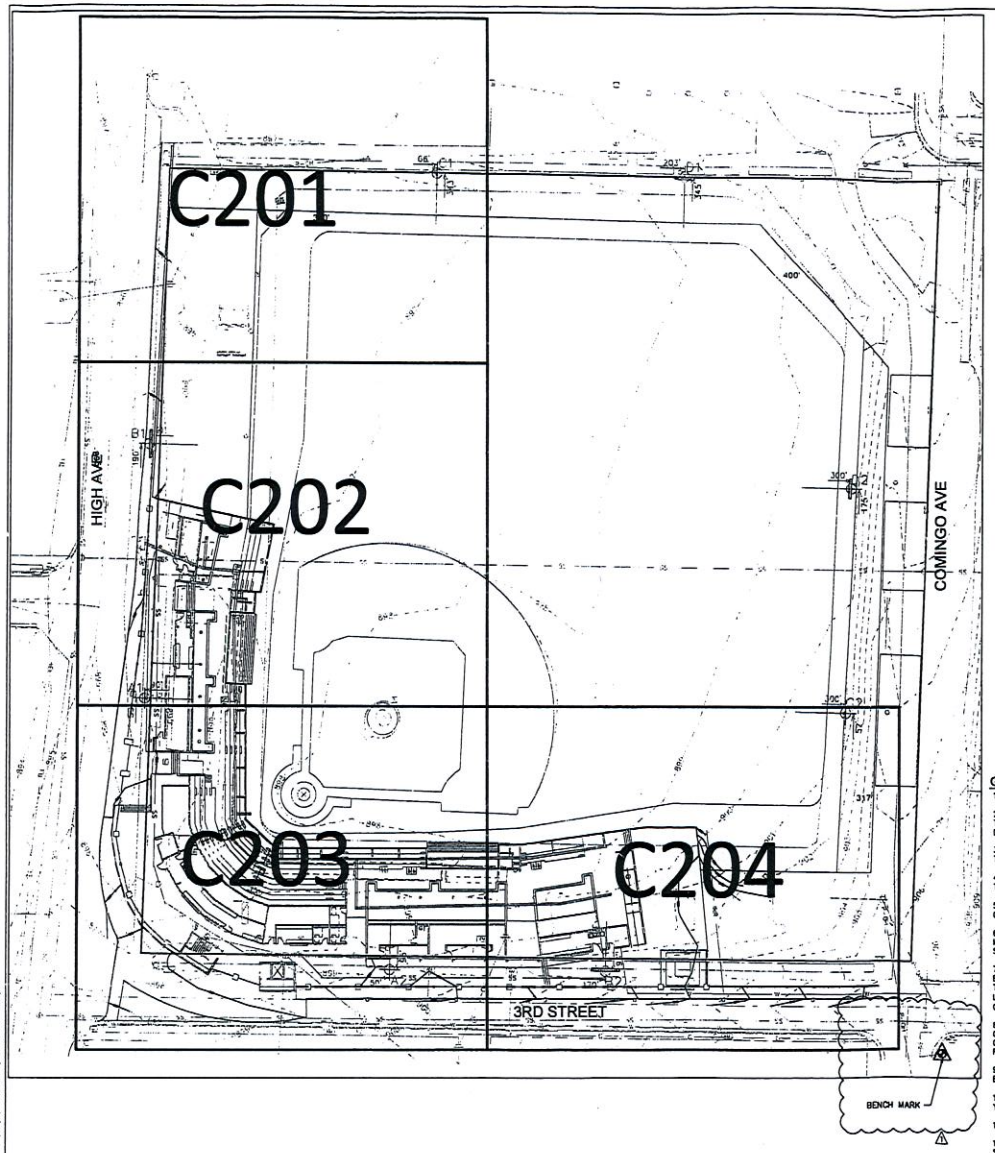
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Mr. Cortez asked if the parking being created south of the stadium will be adequate to keep parking on High Avenue from occurring. He also asked about people having to park south of Fourth Street to get to the stadium. Mr. Wright thought the parking area south of the stadium will be sufficient, with potential shuttle services from other City-owned parking lots to the facility.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 041-14.

MR. RAMSOUR MOVED, SECONDED BY MR. DERMOTT, THAT THE SITE PLANS AS PRESENTED IN CASE 041-14 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. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).



N

0' 15' 30' 60'
SCALE IN FEET

NOTES:
REFER TO STRUCTURAL PLANS FOR RETAINING WALL LOCATIONS AND SPECIFICATIONS.

BENCH MARKS
BENCHMARK
FLANGE BOLT ON FIRE HYDRANT @ SE CORNER OF EAST 3RD ST. & COMINGO AVE.
ELEV.=909.87'

LEGEND

	FOUND IRON MONUMENT (AS NOTED)
	SET IRON REBAR W/PLASTIC CAP
	SURVEYED BOUNDARY
	UTILITY EASEMENT LINE
	SETBACK LINE
E	PROPOSED UNDERGROUND ELECTRIC
SS	PROPOSED SANITARY SEWER LINE
W	PROPOSED WATER LINE
G	PROPOSED GAS LINE
OHW	EX. OVERHEAD WIRES
SS	EX. SANITARY SEWER LINE
W	EX. WATER LINE
G	EX. GAS LINE
TEL	EX. TELEPHONE
CATV-ON	EX. CABLE TV OVERHEAD
SD	EX. STORM LINE
	BREAKER BOX
	GUY-WIRE
	ELECTRIC METER
	LIGHT POLE
	POWER POLE
	POWER POLE W/LIGHT
	FIRE HYDRANT
	IRRIGATION CONTROL VALVE
	WATER METER
	WATER VALVE
	SANITARY SEWER MANHOLE
	SANITARY CLEANOUT
	CURB INLET
	GRATE INLET
	STORM MANHOLE
	ROOF DRAIN
	WOOD POST
	METAL POST
	SIGNPOST
X	BARBED WIRE FENCE
	IRON FENCE
	WOOD FENCE
1390	EXISTING CONTOUR
1390	PROPOSED CONTOUR
	PROPOSED RETAINING WALL
T.P.=1317.92	TOP OF PAVEMENT
T.W.=1318.10	TOP OF SIDEWALK
T.WALL=1318.10	TOP OF WALL
B.WALL=1318.10	BOTTOM OF WALL
G.R.=1320.65	FINISHED GROUND
T.I.=1310.30	TOP OF INLET
FL.=1308.88	FLOW LINE

GRADING NOTES:

1. ALL ELEVATIONS ARE TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
2. STRIPPINGS ARE TO BE STOCKPILED ON-SITE AS DIRECTED BY THE ENGINEER. FOLLOWING THE COMPLETION OF THE GRADING, THIS TOPSOIL SHALL BE USED AS FILL MATERIAL ON ALL LANDSCAPED AREAS. IF STOCKPILE IS INACTIVE FOR MORE THAN 14 DAYS, STABILIZE OR PROTECT THE PERIMETER AS PER CITY OF JOPLIN "EROSION AND SEDIMENT CONTROL GUIDELINES".
3. ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF THE GRADING AND REDISTRIBUTED WITH THE TOPSOIL AS OUTLINED IN NOTE #2.
4. THE CONTRACTOR SHALL USE CAUTION AROUND ANY EXISTING UTILITIES LOCATED ON SITE. THEY SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY THE NEW CONSTRUCTION.
5. THE PROPOSED CONTOURS REPRESENT TOP OF FINISHED GRADE. QUANTITIES DO NOT TAKE INTO ACCOUNT CORE-OUT OR ANY OVER-EXCAVATION.
6. THE CONTRACTOR SHALL FOLLOW GRADING RECOMMENDATIONS IDENTIFIED IN THE GEOTECHNICAL INVESTIGATION. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO DO A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
7. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND TO THE BEST OF OUR KNOWLEDGE CONSTITUTES ALL KNOWN FACILITIES. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND LOCATE SERVICE IN ADVANCE OF ANY EXCAVATION FOR THE "MARK-OUT" OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
8. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
9. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN WITHIN THESE PLANS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SEDIMENT CONTROL BARRIERS FOR A PERIOD OF 1 YEAR OR UNTIL THEY ARE RELEASED FROM THIS RESPONSIBILITY BY THE ENGINEER, WHICHEVER PERIOD IS SHORTER.
11. ALL ITEMS REMOVED SHALL BE DISPOSED OFF-SITE BY THE CONTRACTOR AS PER CITY OF JOPLIN REQUIREMENTS.
12. IN ALL LOCATIONS WHERE NEW PAVEMENT ABUTS EXISTING, SAW CUT EXISTING PAVEMENT AS NECESSARY TO PROVIDE A SMOOTH TRANSITION AT THE JOINT. MATCH EXISTING GRADES AT THE JOINT IN ALL LOCATIONS.
13. ALL SIDEWALKS SHALL BE ADA ACCESSIBLE WITH RUNNING SLOPE BEING NO STEEPER THAN 5.00% AND CROSS SLOPES NO STEEPER THAN 2.00%. ALL LANDINGS OUTSIDE OF EXTERIOR ENTRANCES/EXITS SHALL BE NO STEEPER THAN 2.00% FOR THE FIRST 5'-0".
14. CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN 1 FOOT VERTICAL IN 3 FEET HORIZONTAL.
15. ALL FINISH GRADES AROUND BUILDING SHALL BE 6" BELOW FINISH FLOOR UNLESS SPECIFIED OTHERWISE. CONTRACTOR SHALL FINISH GRADE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE or 811
www.mo1call.com

OLSSON ASSOCIATES
Olsson Associates Engineering MO State Certificate of Authority #001592
Olsson Associates Landscape Architecture MO State Certificate of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
FAX 417.890.8805
www.olssonassociates.com

CGA
architecture planning design
Corner Greer & Associates, Inc.
716 S. Main Street
Joplin, MO 64801
o.417.206.3134
f.417.206.3137

STATE OF MISSOURI
AN HUNG TRAN
NUMBER PE-2006019723
REGISTERED PROFESSIONAL ENGINEER
10-02-14
AN H. TRAN
PROFESSIONAL ENGINEER
MO# PE-2006019723

rev no	rev date	revision description
1	10.02.14	ADDED BENCH MARK

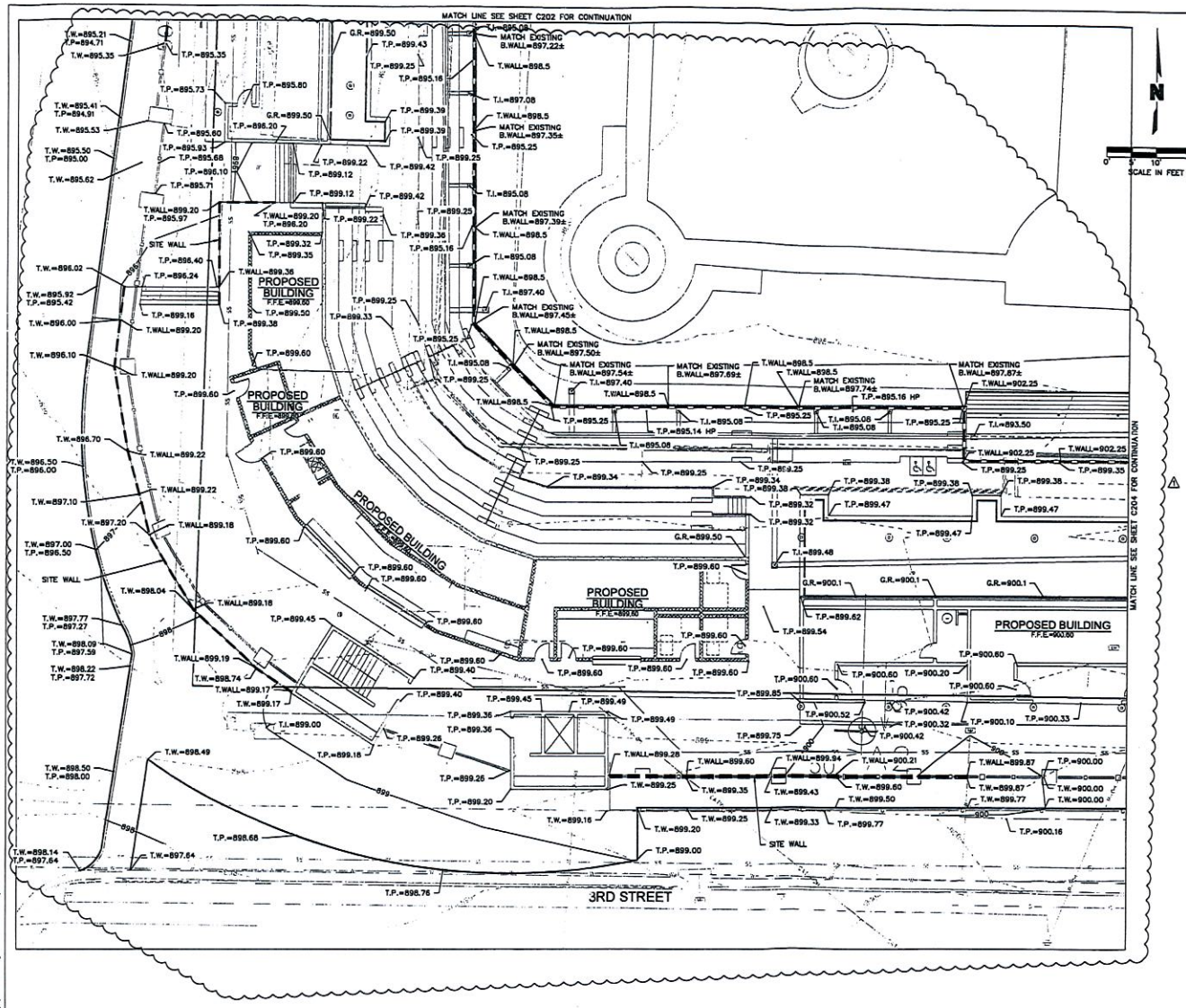
IMPROVEMENTS for:
JOE BECKER STADIUM
JOPLIN, MISSOURI
PKG 1 - PREGRADING & UNDERGROUND UTILITIES

ISSUE DATE
SEPTEMBER 26, 2014

SHEET
OVERALL SITE GRADING

SHEET NO.
C200

F:\Projects\014-0335\Civil\02DS_GRD\Proj Oct 02, 2014 - 1:02pm



OLSSON ASSOCIATES
Olsson Associates Engineering MO State Certificate of Authority #001592
Olsson Associates Landscape Architecture MO State Certificate of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
FAX 417.890.8805
www.olssonassociates.com

LEGEND

⊡	FOUND IRON MONUMENT (AS NOTED)
●	SET IRON REBAR W/PLASTIC CAP
	SURVEYED BOUNDARY
	UTILITY EASEMENT LINE
	SETBACK LINE
E	PROPOSED UNDERGROUND ELECTRIC
SS	PROPOSED SANITARY SEWER LINE
W	PROPOSED WATER LINE
G	PROPOSED GAS LINE
OHW	EX. OVERHEAD WIRES
SS	EX. SANITARY SEWER LINE
W	EX. WATER LINE
G	EX. GAS LINE
TEL	EX. TELEPHONE
CATV-OH	EX. CABLE TV OVERHEAD
SD	EX. STORM LINE
	BREAKER BOX
	GUY-WIRE
	ELECTRIC METER
	LIGHT POLE
	POWER POLE
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	FIRE HYDRANT
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WM	WATER METER
WV	WATER VALVE
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PROFESSIONAL ENGINEER
10-02-14
AN H. TRAN
PROFESSIONAL ENGINEER
MO# PE-2006019723

rev no	rev date	revision description
1	10.02.14	ADDED SITE WALL

IMPROVEMENTS for:

JOE BECKER STADIUM

JOPLIN, MISSOURI

PKG 1 - PREGRADING & UNDERGROUND UTILITIES

ISSUE DATE
SEPTEMBER 26, 2014

SHEET
SITE GRADING

SHEET NO.
C203

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE = 811
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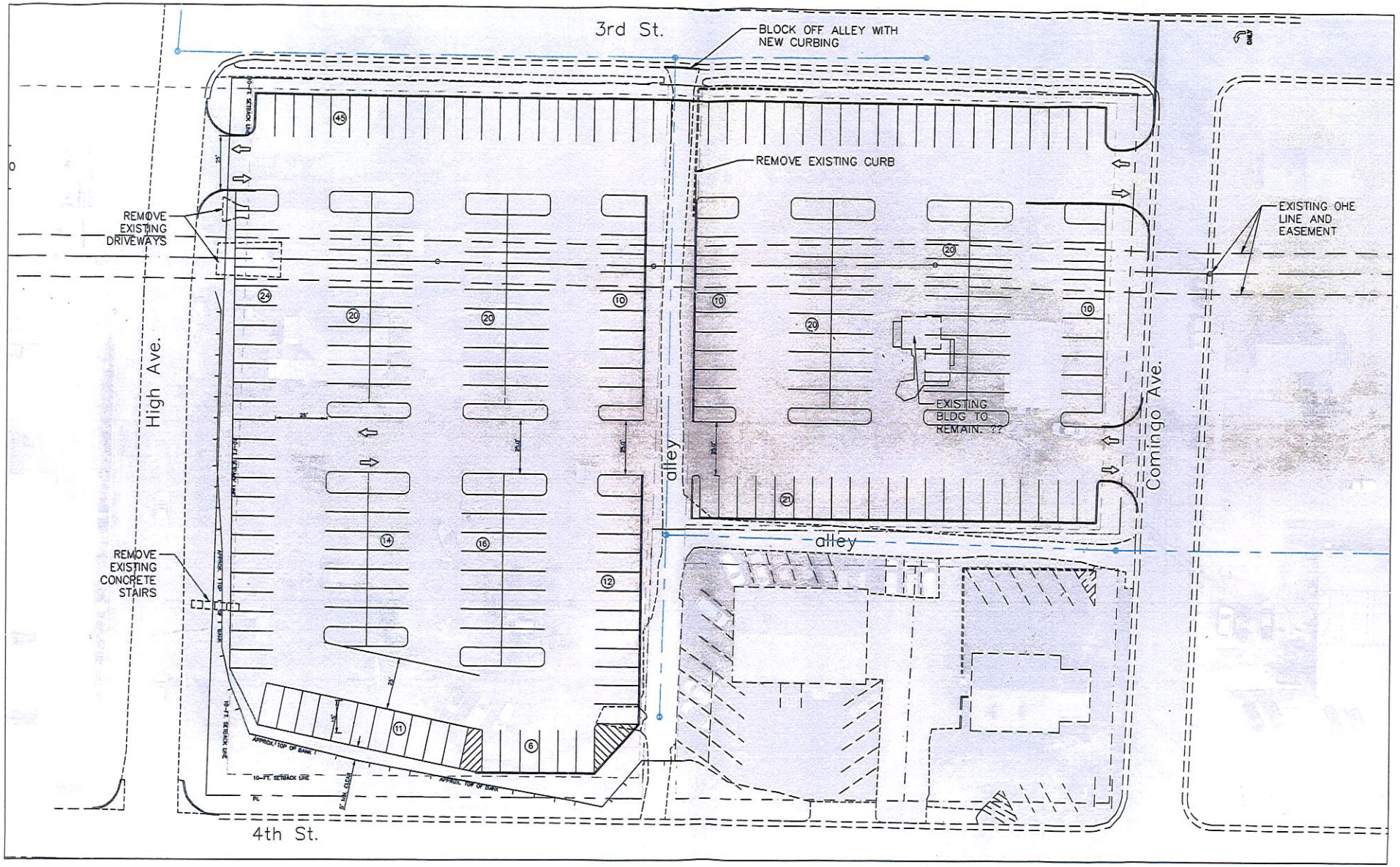


IMPROVEMENTS FOR:
JOE BECKER STADIUM
CITY OF JOPLIN

DESIGN/BUILD TEAM

CGA architects

CROSSLAND
CONSTRUCTION COMPANY, INC.


3rd St.
BLOCK OFF ALLEY WITH NEW CURBING
REMOVE EXISTING CURB
REMOVE EXISTING DRIVEWAYS
EXISTING OHE LINE AND EASEMENT
High Ave.
alley
Comingo Ave.
EXISTING BLDG TO REMAIN. ??
alley
REMOVE EXISTING CONCRETE STAIRS
4th St.