COUNCIL AGENDA
Monday, January 7, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Brian Handshy, 930 Kehrs Mill Rd, Ballwin, MO Would Like To Speak In Consideration Of The City Of Joplin Joining The Missouri Clean Energy District To Allow Commercial Property Owners To Utilize PACE Finance.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. CASE 042-18 - SURPLUS PROPERTY
      Declaration of Surplus Property at 1524 S. Moffet Avenue.

      Documents:

      CASE 042-18 MINUTES.PDF
      CASE 042-18 STAFF REPORT.PDF
      CASE 042-18 SUMMARY.PDF

   3. CASE 043-18 - DECLARATION OF SURPLUS PROPERTY
      A request to declare surplus property – 2302 S. Harlem Ave.

      Documents:

      CASE 043-18 MINUTES.PDF
      CASE 043-18 STAFF REPORT.PDF
      CASE 043-18 SUMMARY.PDF

   4. RESOLUTION NO. 2019-001
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a home beauty parlor at 2337 Zora Avenue, in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2019-001 MINUTES.PDF
      RS 2019-001 REPORT.PDF
      RS 2019-001 SUMMARY.PDF

RS 2019-001.PDF

8. **Consent Agenda**

1. December 17, 2018 Informal Meeting Notes

Documents:

INF NOTES DEC 17.PDF

2. Minutes Of The December 17, 2018 City Council Meeting

Documents:

DEC 17. 2018.PDF

3. COUNCIL BILL NO. 2018-275

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2205 S. Prigmore Rd. and owned by Crossroads Realty, LLC.

Documents:

CB2018-275.PDF

4. COUNCIL BILL NO. 2018-416

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2018 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB2018-416.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2019-100
AN ORDINANCE approving Amendment 1 to Work Authorization GBA-CIST-TC607, for additional services with George Butler Associates Inc in the not to exceed amount of Fifty-Three Thousand Eight Hundred Sixty and no/100 Dollars ($53,860.00) for the 44th Street Widening Project funded through the capital improvement sales tax and containing an emergency clause.

Documents:

2019-100 SUMMARY SHEET 44TH IMPROV.PDF
44TH CONNECTICUT WORK AUTHORIZATION AMENDMENT 1 - GBA SIGNED.PDF
LOCATION MAP.PDF
2019-100 COUNCIL BILL - 44TH STREET.PDF

2. COUNCIL BILL NO. 2019-101
AN ORDINANCE approving the City of Joplin to enter into an agreement with Sprouls Construction Inc., in the amount of Two Hundred Four Thousand Nine Hundred and no/100 dollars ($204,900.00) for construction of the Manhole Casting Replacements in Streets Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET MH CASTINGS REPLACEMENT PROJECT - DRAFT.PDF
BID TAB.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - COMPLETED.PDF
LOCATION MAP.PDF
PICTURES 2.PDF
CB MH CASTINGS REPLACEMENT PROJECT - 0.PDF

3. COUNCIL BILL NO. 2019-102
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with American Airlines, Inc. for the purpose of guaranteeing minimum revenue in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2019-102 AIRLINE MRG.PDF
AA MRG AGREEMENT.PDF
CB 2019-102 AIRLINE MRG.PDF

4. COUNCIL BILL NO. 2019-103
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Joplin Area Chamber of Commerce Foundation for the purpose of sharing liability for the air service agreement minimum revenue guaranty by and between the City of Joplin and American Air Lines, Inc. in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause

Documents:

CB2019-103 AIRLINE MRG COST SHARE WITH JACC.PDF-ORD.PDF
COJ - CHAMBER AIR SERVICE GUARANTEE PARTICIPATION AGREEMENT - V3 - CLEAN COPY.PDF
GS 2019-103 AIRLINE MRG COST SHARE WITH JACC-SUMMARY.PDF

5. COUNCIL BILL NO. 2019-350
AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1224 Roosevelt Ave. in the City of Joplin, Missouri, for Three Thousand Five Hundred Ninety-Nine and 00/100 Dollars ($3,599.00); providing how the cost thereof shall be paid; how the assessment thereof

shall be made; and containing an emergency clause.

Documents:

CB 2018-350.PDF
CB 2019-350 BID.PDF
CB 2019-350 PICTURES.PDF
CB 2019-350 SUMMARY.PDF

6. COUNCIL BILL NO. 2019-351
AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 315 E. Markwardt St (315 E. 13TH St.). in the City of Joplin, Missouri, for Two Thousand Nine Hundred and 00/100 Dollars ($2,900.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-351 BIDS.PDF
CB 2019-351 PICTURES.PDF
CB 2019-351 SUMMARY.PDF
CB 2019-351.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-250
AN ORDINANCE establishing grades and accepting the Plat of Standeford-Russow located at the northwest corner of Schifferdecker Avenue and 24th Street in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2019-250 FINAL PLAT.PDF
CB 2019-250 MINUTES.PDF
CB 2019-250 STAFF REPORT.PDF
CB 2019-250 SUMMARY.PDF
CB2018-250 ORDINANCE.PDF

2. COUNCIL BILL NO. 2019-600

AN ORDINANCE establishing the Joplin Youth Council as an official advisory board to the Joplin City Council.

Documents:

FINAL JYC BYLAWS.PDF
FINAL JYC ORDINANCE.PDF
FINAL JYC SUMMARY SHEET.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2018-027

AN ORDINANCE authorizing the City of Joplin to amend the Memorandum of Understanding and Agreement with Connect2Culture previously approved as

Ordinance 2017-149 for the purpose of extending timeframes and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

CB2018-027.PDF

13. **Unfinished Business**

14. **New Business**

1. CASE 040-18 - SITE PLAN
   Case 040-18: 2920 E 22nd Street – A request for a Site Plan Review to construct a parking lot –
   Foundation 13, LLC .

   Documents:

   CASE 040-18 MINUTES.PDF
   CASE 040-18 SITE PLAN.PDF
   CASE 040-18 STAFF REPORT.PDF
   CASE 040-18 SUMMARY.PDF

2. BOARDS/COMMISSIONS REAPPOINTMENTS
   The following board members are eligible for reappointment to their respective boards:
   CVAB: Denise DuBois
   PARKS & REC: Jennifer Martucci

3. News From Public Information Officer Lynn Onstot

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

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

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

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

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

Case 042-18: 1524 S. Moffet – A request to declare surplus property – City of Joplin.

Edward Whitmore, City of Joplin. This is a request to declare surplus property along 16th Street and Moffet. It is in a residential area and the City is no longer in need of this property. Staff recommends approval of Case 042-18.

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

Mrs. Steele wanted to know what happens next with the property and how it would be advertised for sale.

Mr. Whitmore stated that after the City Council approves this case, it will then go to bid through the Finance Department.

Mrs. Koelkebeck asked, "If the lot doesn't sell, does the city continued maintenance on the lot?"

Mr. Whitmore stated the city would continue to mow it and maintain the property.

Mr. Ramsour also asked if there was anyone to speak in favor of this case? There was not. Anyone to speak in opposition of this case? There was not. Case Closed.

MR. MCCULLOUGH MOVED, SECONDED BY MRS. BRUCKNER-SEARS TO APPROVE CASE 042-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 10, 2018
City Council Meeting: January 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 042-18 A request to declare surplus property

LOCATION 1524 S. Moffet Avenue

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	R-1	R-1
Land Use	Single Family Residential	Two-Family Residential	Single Family Residential	Single Family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
16th Street	Secondary	50’
Moffet Avenue	Secondary	60’

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

The City of Joplin no longer has need of this property. It has become burdensome for the city to continue mowing the grass on this lot. This is a buildable lot, and the dimensions are approximately 50 feet by 125 feet.

ADDITIONAL INFORMATION OR COMMENTS
None.

Staff recommends approval of Case 042-18



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Case 042-18: 1524 S. Moffet Avenue -- A request to declare surplus property -- City of Joplin

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 042-18: Declaration of Surplus Property at 1524 S. Moffet Avenue.

MEETING DATE:
January 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 042-18: 1524 S. Moffet Ave. – A request to declare surplus property – City of Joplin.

BACKGROUND:
The City of Joplin no longer has need of this property. It has become burdensome for the city to continue mowing the grass on this lot. This is a buildable lot, and the dimensions are approximately 50 feet by 125 feet.

PLANNING & ZONING COMMISSION TESTIMONY:
Edward Whitmore, City of Joplin. This is a request to declare surplus property along 16th Street and Moffet. It is in a residential area and the City is no longer in need of this property.

Mrs. Steele wanted to know what happens next with the property and how it would be advertised for sale.

Mr. Whitmore stated that after the City Council approves this case, it will then go to bid through the Finance Department.

Mrs. Koelkebeck asked, "If the lot doesn't sell, does the city continue maintenance on the lot?"

Mr. Whitmore stated the city would continue to mow it and maintain the property

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 042-18.

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 043-18: 2302 S. Harlem Ave. – A request to declare surplus property – City of Joplin.

Edward Whitmore, City of Joplin Staff. This property was part of the Maiden Lane right-of-way expansion. It was being held by the city for that purpose and the remainder is considered surplus property. Staff recommends approval.

Mrs. Koelkebeck asked if the city would continue to maintain this property also?

Mr. Whitmore stated it would.

Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There were not. Anyone to speak in opposition of this case? There was not. Case Closed.

MR. DERMOTT MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 043-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 10, 2018
City Council Meeting: January 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 043-18 A request to declare surplus property

LOCATION 2302 S. Harlem Avenue

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	.56 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	C-3
Land Use	Single Family Residential	Single Family Residential	Single Family Residential	Commercial

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Maiden Lane	Arterial	80’
23rd Street	Secondary	50’

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

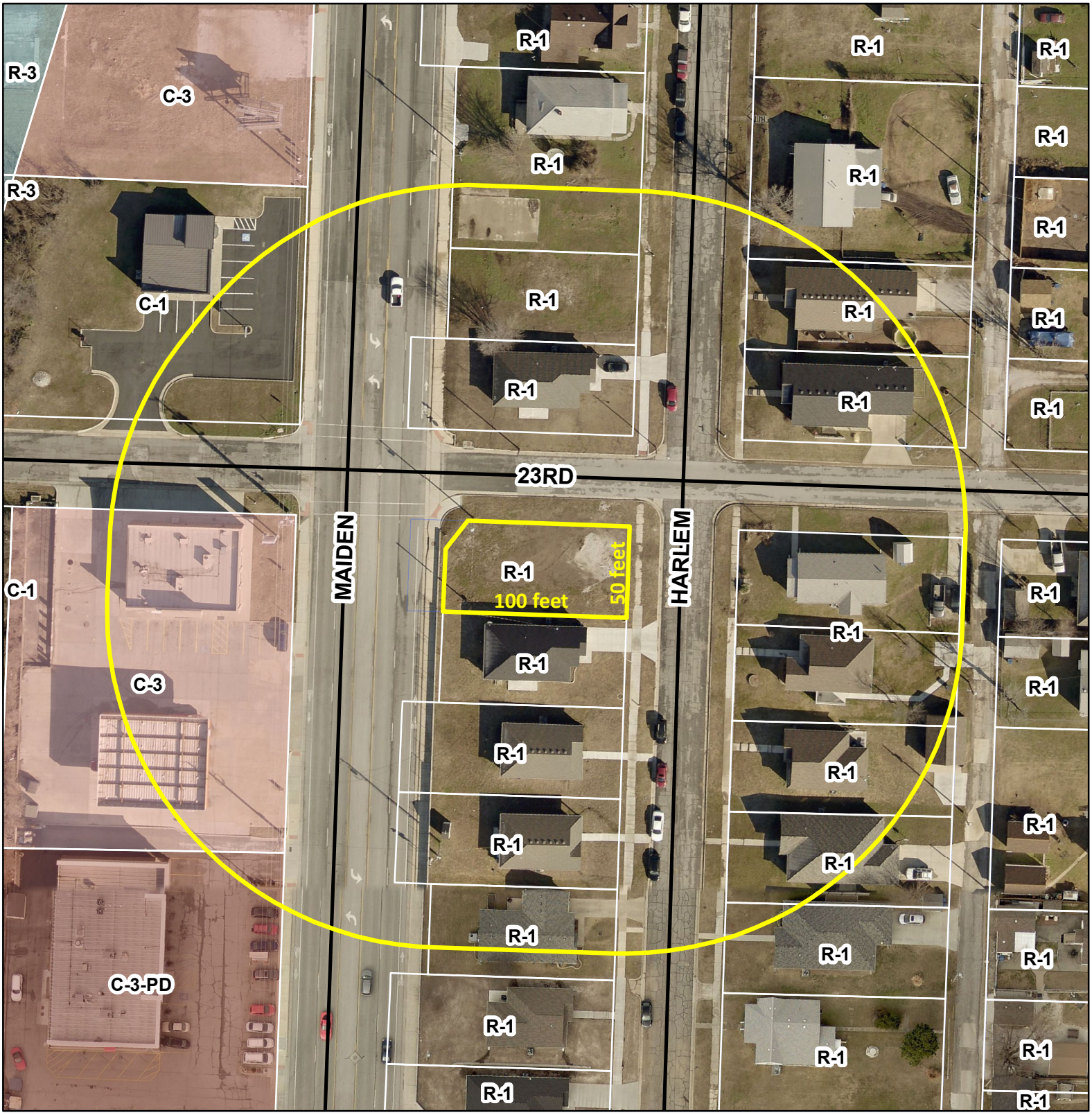
No.

REASON FOR DECLARATION

This property was set aside for the future expansion of Right of Way on Maiden Lane. Now that the portion of property needed for ROW expansion is known, the remaining portion is no longer needed. An area of approximately 1,000 square feet (50 ft. x 20 ft.) has been designated for Right of Way expansion. The remainder of the property can now be declared surplus.

ADDITIONAL INFORMATION OR COMMENTS
None.

Staff recommends approval of Case 043-18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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 043-18: Declaration of Surplus Property at 2302 S Harlem Avenue.

MEETING DATE:
January 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 043-18: 2302 S. Harlem Ave. – A request to declare surplus property – City of Joplin.

BACKGROUND:
This property was set aside for the future expansion of Right of Way on Maiden Lane. Now that the portion of property needed for ROW expansion is known, the remaining portion is no longer needed. An area of approximately 1,000 square feet (50 ft. x 20 ft.) has been designated for Right of Way expansion.

PLANNING & ZONING COMMISSION TESTIMONY:
Edward Whitmore, City of Joplin Staff. This property was part of the Maiden Lane right-of-way expansion. It was being held by the city for that purpose and the remainder is considered surplus property.

Mrs. Koelkebeck asked if the city would continue to maintain this property also?

Mr. Whitmore stated it would.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 043-18.

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

RS 2019-001

Case 044-18: 2337 Zora Ave. – A request for a Special Use Permit (1st Request) for the operation of a home beauty parlor – Alexah Patrick.

Alexah Patrick, 2337 Zora Street, Joplin, MO. She stated she wanted to carry on the tradition from her grandmother by continuing the beauty parlor.

Mr. Ramsour asked Ms. Patrick if her grandmother operated out of this location?

Ms. Patrick stated she did and it was just a one operator salon.

Mr. Ramsour wanted to know if Ms. Patrick was going to run the same type of operations?

Ms. Patrick stated she was. One operator, one person at a time, and I will be the operator.

Mrs. Koelkebeck asked if she rented the home and was willing to restrict her hours, Monday through Friday, 9 am to 5 pm.

Ms. Patrick stated that she rents the home. The owner gave permission for her to operate the salon with city approval, and yes, the hours would be from 9 am to 5 pm.

Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There were not. Anyone to speak in opposition of this case? There was not. Case Closed.

MRS. KOLKEBECK MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 044-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 10, 2018
City Council Meeting: January 7, 2019

STAFF PLANNING REPORT
Special Use Permit

CASE 044-18 A request for a Special Use Permit (1st Request) for the operation of a home beauty parlor

LOCATION 2337 Zora Avenue

APPLICANT Alexah Patrick

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-Family Residential	0.81 acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Zora Street	Arterial	100’

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

This property previously had a Special Use Permit for the operation of a home beauty parlor. The property in question was formerly owned by the applicant's grandmother. However, the home recently changed ownership, and the applicant currently rents the home from the new owner. The applicant hopes to continue the previous home beauty parlor that her grandmother ran for thirty years called "The Family Heirloom".

There is an existing single-family home on the property. The room that will be used for the home beauty parlor is part of the garage on the east end of the existing structure. There is only one barber chair in the designated room, so the number of customers would be minimal. The applicant doesn't anticipate more than one or two customers' cars being parked on site at any given time. The home's long circular driveway provides ample off-street parking for vehicles. The applicant indicated the hours of operation would be Monday through Friday, from 9 a.m. to 5 p.m. by appointment only. There are trees surrounding the property that serve as a buffer for surrounding homes. The impact of this Special Use Permit on the neighborhood should be minimal.

CONDITIONS

1. This Special Use Permit is issued to Alexah Patrick for the operation of a home beauty parlor at 2337 W. Zora Avenue.
2. The term of this permit shall be for two (2) years, renewable in January 2021.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off street parking for two (2) vehicles shall be provided.
6. The hours of operation shall be restricted to 9:00 a.m. to 5:00 p.m., Monday through Friday.
7. Customers will be taken by appointment only.
8. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.
9. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
10. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.

11. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
12. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 044-18.

SPECIAL USE PERMIT APPLICATION

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

For Office Use Only

Case No.: 044-18
Filing Fee: ~~$450.00~~ $500.00
Date Advertised: 11-30-18
Date Notices Sent 11-27-18
Public Hearing Date: 12-10-18

APPLICANT: Alexah Replogle Patrick PHONE: 417-438-1541

ADDRESS: 2337 Zora EMAIL: alexahpatrick@outlook.com

OWNER: Melvin and Cheryl Karges PHONE: 417-782-1700

ADDRESS: 702 E 34th, Ste 100 Joplin EMAIL: melvinkarges@cableone.net

LOCATION OF PROPERTY: 2337 Zora

LEGAL DESCRIPTION: Lot 3, TC Helm Subdivision being a part of the SW corner of Section 25, Township 28, Range 33

PRESENT ZONING CLASSIFICATION: Residential ACREAGE: 1

PRESENT USE OF PROPERTY: Residential

PROPOSED LAND USE ACTIVITY: Residential with detached beauty shop

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	agriculture	res / agriculture?
South	residential	residential
East	residential w/ special use permit	residential
West	residential	residential

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

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

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

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

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

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

SIGNATURE: Nevah Patrick DATE: 10/30/18

BY: _____ TITLE: _____

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

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

1. Hours of Operation. 9-5
2. Days of Operation. 5
3. Number of Off-street Parking Spaces. 10
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) 0
5. Number of Assistants or employees. 0
6. Nature of the Business. Home beauty shop
7. Location of the Business. 2337 Zora

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

My husband and I have recently returned to the Joplin area to live. We have rented my grandparent's former home at 2337 Zora from Dr and Mrs Melvin Karges. My grandparents lived in this home for 42 years with my Grandmother, Helen Johnson, operating a home beauty shop there for 30 years. Dr Karges has given us permission to continue this tradition with city approval.

The house is set back from Zora on a large circle drive with plenty of parking and a large lot and trees serving as a buffer between neighbors to the East and West. To the north is several acres of pasture.

The shop is separated from the house by a large glassed in porch. There is a bath toilet area in the shop. The shop sits empty as my grandmother left it when she closed the business one year ago.



0 100 200 400 600 800 Feet

Case 044-18: 2337 Zora Avenue -- A request for a Special Use Permit (1st request) for the operation of a home beauty parlor -- Alexah Patrick

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2019-001 -Special Use Permit (1st Request)

MEETING DATE:
January 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:

Case 044-18: 2337 Zora Ave. – A request for a Special Use Permit (1st request) for the operation of a home beauty parlor – Alexah Patrick

BACKGROUND:
The applicant hopes to continue the previous home beauty parlor that her grandmother ran for thirty years called "The Family Heirloom". The room that will be used for the home beauty parlor is part of the garage on the east end of the existing structure. There is only one chair in the designated room.

There are trees surrounding the property that serve as a buffer for surrounding homes. The impact of this Special Use Permit on the neighborhood should be minimal.

PLANNING & ZONING COMMISSION TESTIMONY:
Alexah Patrick, 2337 Zora Street, Joplin, MO. She stated she wanted to carry on the tradition from her grandmother by continuing the beauty parlor.

Mr. Ramsour asked Ms. Patrick if her grandmother operated out of this location?

Ms. Patrick stated she did and it was just a one operator salon.

Mr. Ramsour wanted to know if Ms. Patrick was going to run the same type of operations?

Ms. Patrick stated she was. One operator, one person at a time, and I will be the operator.

Mrs. Koelkebeck asked if she rented the home and was willing to restrict her hours, Monday through Friday, 9 am to 5 pm.

Ms. Patrick stated that she rents the home. The owner gave permission for her to operate the salon with city approval.

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

1. This Special Use Permit is issued to Alexah Patrick for the operation of a home beauty parlor at 2337 W. Zora Avenue.
2. The term of this permit shall be for two (2) years, renewable in January 2021.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off street parking for two (2) vehicles shall be provided.
6. The hours of operation shall be restricted to 9:00 a.m. to 5:00 p.m., Monday through Friday.
7. Customers will be taken by appointment only.
8. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.
9. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
10. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
11. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
12. Any other conditions set by the City Council of Joplin.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Staff recommends approval of Case 044-18.

ATTACHMENTS
Resolution No. 2019- 001, Staff Planning Report, P&Z Commission Minutes

P & Z Case 044-18
Alexah Patrick
(P & Z Recommended Approval)

RESOLUTION NO. 2019-001

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a home beauty parlor at 2337 Zora Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on December 10, 2018, recommended that a Special Use Permit be granted for the operation of a home beauty parlor located at 2337 Zora Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on January 7, 2019, in compliance with said request;

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

That a Special Use Permit be granted to Alexah Patrick for the operation of a home beauty parlor located in the City of Joplin, Missouri, on the following described real estate, to-wit:

> All of lot numbered three (3) in the TC Helm Subdivision, being part of the SW corner of section 25, Township 28, Range 33 in the City of Joplin, Jasper County, Missouri.

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

1. This Special Use Permit is issued to Alexah Patrick located at 2337 Zora Avenue.
2. The permit shall be eligible for two (2) years, renewable in January 2021.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off street parking for two (2) vehicles shall be provided.
6. The hours of operation shall be restricted to 9:00 a.m. to 5:00 p.m., Monday through Friday.
7. Customers will be taken by appointment only.
8. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.
9. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
10. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
11. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
12. Any other conditions set by the City Council of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix

29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
DECEMBER 17, 2018
602 S. MAIN ST.
JOPLIN MO 64801

Mayor Shaw called the December 17, 2018 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Melodee Colbert-Kean.

Update on Employee Wellness Program

Finance Director Leslie Haase introduced the co-presenters for the wellness program update: Health Director Dan Pekarek is the Co-Chair of the Employee Health Committee (Health Nuts); Jillian Doherty (Health Dept. Community Health/Planner); and Kelsey Ferguson who was an intern at the Health Dept. this semester and earned her master's degree in Public Health from MSU.

Leslie gave some historical information beginning with when the City of Joplin became self-insured in 2011. An employee health committee was formed and branded the Joplin Health Nuts. Various employee surveys were designed to encourage employees to "know your numbers (blood pressure, cholesterol, etc.), have a primary care physician and understand the Employee Assistance Program. The committee conducted an annual "Lose Some Win Some" weight loss program; established the exercise facility in the basement of City Hall for city employees (and covered dependents); and began developing an over-arching Wellness Program.

Dan Pekarek discussed the percentage of medical claims paid during 2011-2017 for average chronic conditions claims. He then discussed the leading cost factors and the 2011-2017 average lifestyle claims paid. This information was provided Anthem, the City's insurance provider. The goal is to reduce the number of chronic conditions and top lifestyle claims to lower total medical claims, and the wellness group hopes to achieve this by focusing on improving individual health through awareness and education with the WOW program.

Jillian and Kelsey explained the WOW program for 2019. It is made up of monthly challenges covering different topics each month. Points will be earned for various activities related to each topic. The top point winner will win a monthly prize. Employees may pick and choose which months they would like to participate in or they can participate in every month. The monthly points will be accumulated for a yearly point total. The top 3 yearly winners will win grand prizes. The goal of the Wellness Program is to help all employees be as healthy and active as possible. Jillian Doherty will head the wellness initiative.

Discussion on Creating an Arts District Downtown

Linda Teeter, owner of Urban Art Gallery and founder of Joplin's Third Thursday and First Thursday ArtWalk, asked to present a request to the city council to consider establishing an arts district in Downtown Joplin.

The proposed vision is "…to initiate a permanent and thriving art community with an eclectic enclave of boutique shops, one-of-a-kind restaurants, creative businesses, studios and art galleries."

The proposed location is from B Street south to 12th Street, and from Wall Street east to Pennsylvania

The request is a resolution approved by council designating the area as an arts district. Future approval by the city for signage on Main Street (signs would be privately funded)

Mr. Lawson asked if an arts district limits certain types of businesses in that district. Mrs. Teeter replied that would have to be a city zoning issue.

Mr. Stanley stated he supports the idea of an arts district, but feels it needs to have a branding.

City Manager Sam Anselm replied that after talking with CVB Director Patrick Tuttle and planning director Troy Bolander, designation of an arts district by the city could open the door for future funding opportunities for projects, through grants or otherwise, that may not be available currently. In addition, on a recent trip to Kansas City to talk about Joplin's Smart Cities initiative, it was learned that Smart Cities follow the arts community closely to identify areas for redevelopment.

Mayor Shaw thanked Mrs. Teeter for her presentation and stated he would have staff look into any questions the city council has that would need to be addressed as a city.

The meeting adjourned at 5:52 p.m.

Submitted,

Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
DECEMBER 17, 2018 MEETING MINUTES

CALL TO ORDER

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

INVOCATION read by City Clerk Barbara Gollhofer.

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

ROLL CALL – Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, Phil Stinnett and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

Clifford Wert gave an update on the Capital Campaign for the Harry M. Cornell Arts & Entertainment Complex. To date, the total pledged amount from 100 donors is $12,279,805, which is 88% of the $14 million minimum goal. The amount of cash received to date is $2,899,000. Mr. Wert also requested to extend the deadline to raise the remaining amount of the goal to June 1, 2019. The request is a Memorandum of Understanding, which is on the agenda for the city council to consider.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Ryan Jackson, Chairman of the Capital Improvement and Public Safety Sales Tax Oversight Committee, presented the semi-annual report.

CITIZEN REQUESTS AND PETITIONS

Margey Upson requested to address the City Council regarding quotes and being a team.

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2018-026

Mayor Shaw opened the Public Hearing

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

The Public Hearing was closed.

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

December 3, 2018 Informal meeting notes

Minutes of the December 3, 2018 Council Meeting

COUNCIL BILL NO. 2018-273 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of approximately 22 acres of property, located immediately south of I-44 at Exit 13 and west of Prigmore Avenue, Jasper County, Missouri. **Ordinance No. 2018-170**

COUNCIL BILL NO. 2018-274 -AN ORDINANCE approving approximately 26 acres, located immediately south of I-44 at Exit 13 and west of Prigmore Avenue to include in District C-3 (Commercial District), Jasper County, Missouri.. **Ordinance No. 2018-171**

RESOLUTIONS

ORDINANCES – EMERGENCY
Mr. West introduced Council Bill No. 2018-159 - an ordinance approving a construction agreement with Emery Sapp & Sons Inc. for street resurfacing in the not to exceed amount Nine Hundred Ninety Thousand Two Hundred Forty-Seven and 16/100 Dollars, ($990,247.16) for the 2019 Resurfacing project and containing an emergency clause. Motion by Mr. West, second by Mr. Lawson that Council Bill No. 2018-159 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-172.**

Mr.Stanley introduced Council Bill No.2018–160 - an ordinance approving a construction agreement with Vance Brothers Inc. for street resurfacing in the not to exceed amount Six Hundred Ninety-Three Thousand Seven Hundred Ninety-Six and 93/100 Dollars ($693,796.93) for the 2019 Microsurfacing Project and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2018-160 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-173.**

Mr. Lawson introduced Council Bill No.2018–161-an ordinance approving a construction agreement with Springfield Striping for Parking Lots and Trails Sealing 2019 in the not to exceed amount Forty-Nine Thousand Four Hundred Sixty-Two and 36/100 Dollars ($49,462.36) for the 2019 Parking Lots and Trails Sealing 2019 and containing an emergency clause. Motion by Mr. Lawson, second Mrs. Reid Adams that Council Bill No. 2018-161 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. 9 The Council Bill was declared adopted and entitled **Ordinance No. 2018-174.**

Mr. Stanley introduced Council Bill No. 2018-163 - an ordinance approving a Purchase Order to be issued to Fabick Cat in the amount of One Hundred Ten Thousand Eight Hundred and no/100 Dollars ($110,800.00) for the purchase of a replacement backhoe as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-163 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-175.**

Mr. Stinnett introduced Council Bill No. 2018-164 - an ordinance approving a Purchase Order to be issued to Tag Truck Enterprises of Missouri LLC in the amount of Three Hundred Ninety-Two Thousand Six Hundred Twenty-Seven and 74/100 Dollars ($392,627.74) for the purchase of a 2 dump trucks with snow plows as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2018-164 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-176**

Mrs. Reid Adams introduced Council Bill No.2018-524 -an ordinance approving a request to appoint Tereasa Edwards to the Board of Directors of the Northpark Lane Community Improvement District; and containing an emergency clause. Motion by Mrs. Reid Adams, second by Mr. Stanley that Council Bill No. 2018-524 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-177.**

ORDINANCES – FIRST READING

Mr. Monteleone introduced Council Bill No. 2018-027 - an ordinance authorizing the City of Joplin to amend the Memorandum of Understanding and Agreement with Connect2Culture previously approved as Ordinance 2017-149 for the purpose of extending timeframes and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill No. 2018-027 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, and Stinnett, 7. Nays: West, 1. Absent: 0. Abstention: Stanley, 1. The Council Bill was read as **Council Bill No. 2018-027**.

Mr. Stanley introduced Council Bill No. 2018-275 - an ordinance authorizing the City council to issue the abatement of ad valorem taxes to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2205 S. Prigmore Rd. and owned by Crossroads Realty, LLC. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2018-275 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2018-275.**

Mr. West introduced Council Bill No. 2018-416 -an ordinance approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2018 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the

City. Motion by Mr. West, second by Mr. Brown that Council Bill No. 2018-416 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2018-416**.

Ordinances – Second Reading and Third Reading
Mr. Stanley introduced Council Bill No. 2018-026 - an ordinance approving a plan for an industrial development project consisting of the acquisition and installation of manufacturing equipment, authorizing the city of Joplin, Missouri to issue its taxable industrial revenue bonds in a principal amount not to exceed $67,215,000 and approving certain related documents and actions. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2018-026 be passed on Second Reading, advanced to Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-178**.

Unfinished Business

New Business
News from Public Information Officer Lynn Onstot:

On Wednesday, December 19 we will recognize the top 12 compliments for Joplin that were received as part of its 145th birthday this past March. The public is invited to join us at 2 p.m. on Wednesday in the Main Lobby as we award those 12 people complimenting Joplin with a 2019 Joplin Historical calendar. This calendar also features the 12 compliments. This honor is part of the 145 Compliments for Joplin campaign and we appreciate everyone who participated this promotion and gave the city a compliment.

The City of Joplin offices will be closed on Tuesday, December 25 and Tuesday, January 1 for the Christmas and New Year's holiday. This also includes the Joplin Recycling Center, MAPS and the Sunshine Lamp Trolley services. The Police and Fire Departments will continue to operate throughout holidays and be here for our citizens if they should need them. During two these holiday weeks, residential trash service moves one day forward. Tuesday customers will have service on Wednesday and Wednesday customers will have Thursday pick-up and so on continuing through Saturday for Friday customers. This shift will occur for both the week of Christmas and the week of New Year's Day.

We remind everyone that City announcements can also be found on the City's website, Facebook page and Twitter account.

In closing, on behalf of all the City staff, we'd like to wish all of our citizens Merry Christmas, Happy Holidays and a Joy-filled and Healthy new year! Thank you.

Comments from City Council:
Mr. Stanley asked about the leaf pick-up program. Ms. Onstot gave an update on the schedule.

Mr. Stanley commented that he liked the new summary sheet format that lists the funding source information for the agenda items.

Mr. Lawson complimented the Shop -With -A -Cop program and thanked all those involved for doing a wonderful job.

Mr. Monteleone stated he was proud of the following city employees: Officer Jason Sandbothe for being named Officer of the Month in the Police Department; Joe Nielsen and Steven Miller for being promoted to Driver Engineers in the Fire Department; and Mark Morris, IT Director, for being recognized by the City for being awarded the Patriot Award from the Department of Defense. Mr. Monteleone stated we have good folks who work here and are recognized not only locally, by nationally as well, which speaks highly of our city manager and what he does to keep good people on board.

Mayor Shaw stated he's very proud of all our employees. He also commented on the holiday decorations downtown and the window displays at City Hall. He thanked Freeman Health System for their 5th year of sponsoring the Christmas parade.

Mayor Shaw commented on Mrs. Upson's remarks regarding becoming a team, stating that he's working with the city council and staff to become the team the citizens want them to be.

Mayor Shaw thanked the council and staff for all their work this year, and closed the last council meeting of the year by wishing everyone a Merry Christmas.

There being no further business, the meeting was adjourned at 7:05 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2018-275

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE:
December 17, 2018

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Sam Anselm.

SUMMARY REQUEST;
A request by Crossroad's Realty (Mr. Lou Vlasaty) for the abatement of ad valorem taxes on a building located in the Crossroads Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program that was approved by City Council in 2007.

BACKGROUND;
Crossroad's Realty, L.L.C. purchased a new building located at 2205 S. Prigmore Road in the Crossroads Industrial Park. The building contains two businesses. The first business is Midland Paper. Midland Paper is the Midwest's largest distributor of paper and photo stock. The Joplin operation currently serves several printers and photographers in the tri-state area. They currently employee six people. The second company is Douglass Companies. Douglass Companies is the largest convenience store supplier in the "midsouth" region. The company is a 45-year-old company based in Arkansas. They typically supply stores with gum, beverages, small auto parts, groceries and other items you typically see in a convenience store. The company currently employees 16 employees in their Joplin operation.

The minimum requirements in the state statute that created the EEZ Program requires the governing body to offer a minimum of a 50% tax abatement for 10-years for the creation of at least two jobs. There are currently 22 employees in the building and the companies in this facility will create an additional 2 jobs. There is the potential for creating more jobs since there is additional tenant space in the building. But, the owner is not requesting additional abatement on the potential for creating more jobs in the empty tenant space. The average annual wages of the two new jobs created are at least $48,000. The minimum abatement under the EEZ program is being offered to Crossroad's Realty, L.L.C.

The amount of abatement offered is based upon the minimum program requirements under the state statue and a sliding scale (see Exhibit B) that was developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff is recommending that Crossroad's Realty ad valorem taxes on the building be abated at 50% for 10 years. The recommendation is based on the data submitted by the property owner that the companies will pay an average wage of $48,000 per job which is approximately 17.5% more than the current county average wage of $40,871 for Jasper County. The companies will create a minimum of 2 jobs within two years and provide employee benefits.

FUNDING SOURCE
N.A.

RECOMMENDATION
Staff recommends approval of this council bill.

ATTACHMENTS
CB 2018-275, Exhibit A-Legal Description, Exhibit B-Enhanced Enterprise Zone Tax Abatement Guidelines, Exhibit C-Property Location Map, Enhanced Enterprise Zone Location Map.

Exhibit "A"

CROSSROADS REALTY, LLC BOUNDARY

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW-1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (W-1/4) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN;
THENCE NORTH 00°54'45" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 1,064.48 FEET;
THENCE SOUTH 89°05'15" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PRIGMORE AVENUE (COUNTY ROAD 190), THE POINT OF BEGINNING;
THENCE NORTH 00°54'45" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 609.96 FEET;
THENCE SOUTH 89°04'46" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 389.68 FEET;
THENCE SOUTH 00°54'45" WEST, A DISTANCE OF 609.91 FEET;
THENCE NORTH 89°05'15" WEST, A DISTANCE OF 389.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.46 ACRES, MORE OR LESS.

BASIS OF BEARINGS: WEST LINE OF NW-1/4 OF SECTION 14 AT A BEARING OF NORTH 00°54'45" EAST.

Exhibit "B"

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

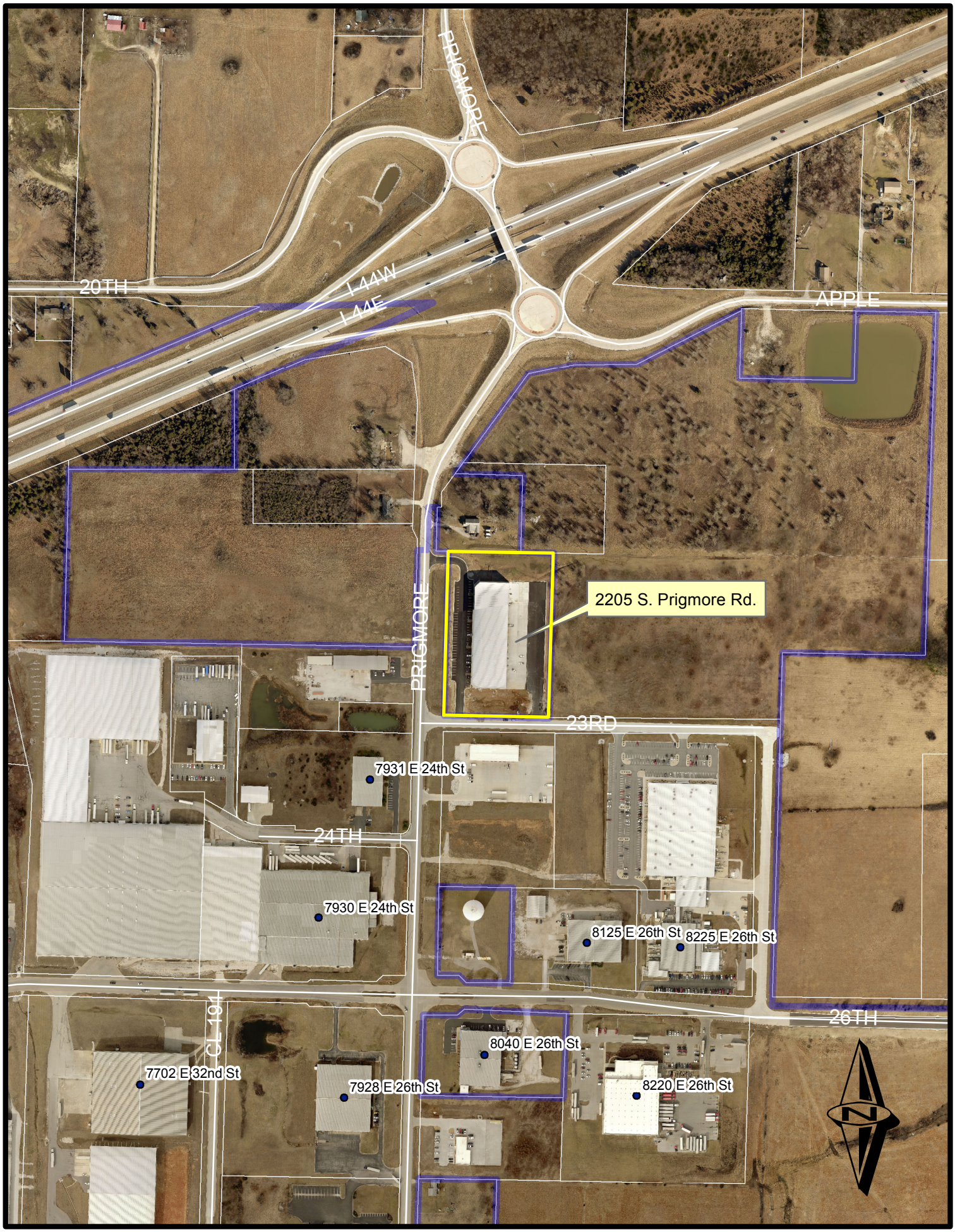
Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

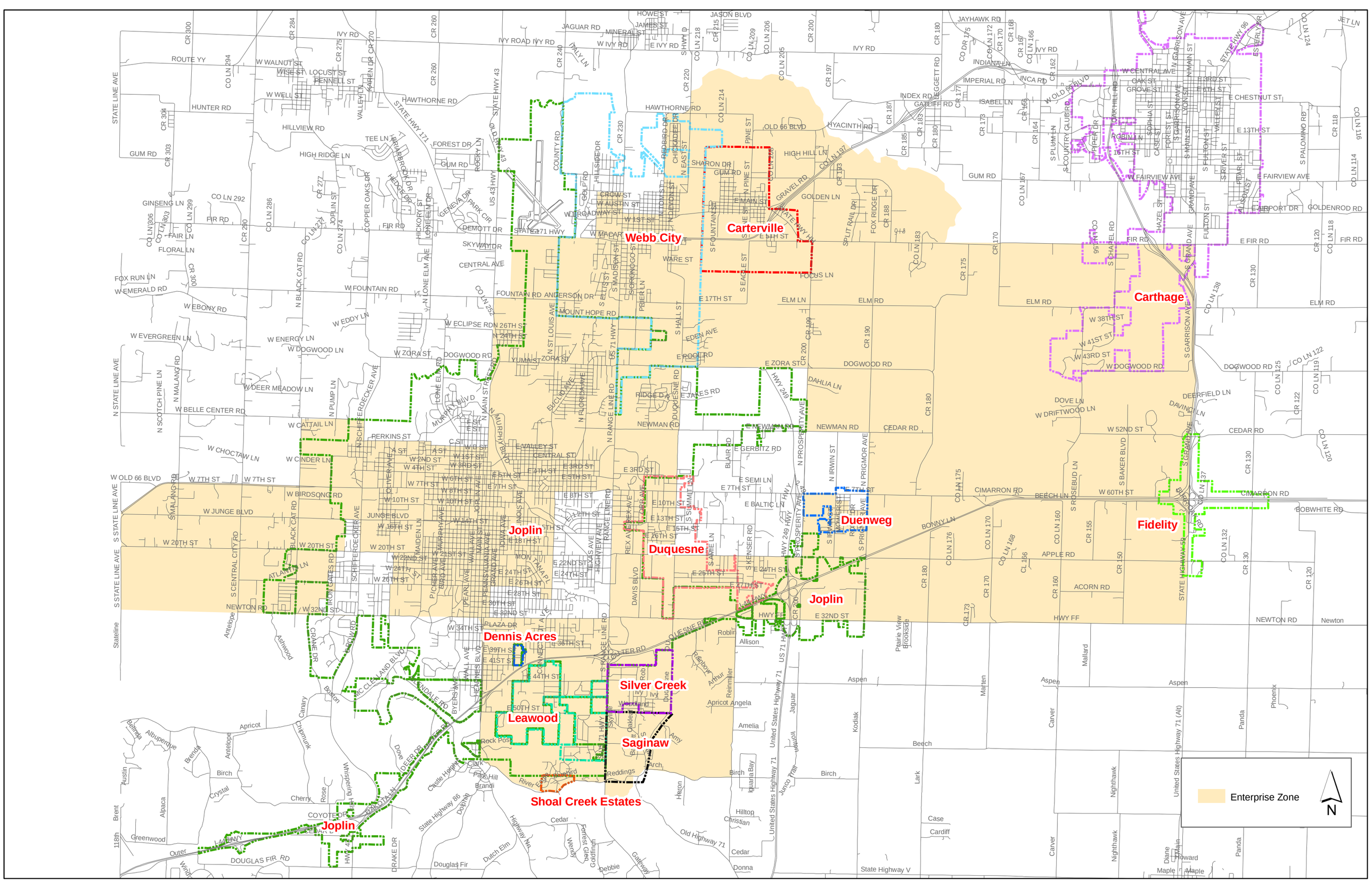
Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

EXHIBIT C


PRIGMORE
20TH
I-44W
I-44E
APPLE
2205 S. Prigmore Rd.
PRIGMORE
23RD
7931 E 24th St
24TH
7930 E 24th St
8125 E 26th St
8225 E 26th St
26TH
CL 191
8040 E 26th St
7702 E 32nd St
7928 E 26th St
8220 E 26th St
N


Webb City
Carterville
Carthage
Joplin
Duquesne
Duenweg
Fidelity
Dennis Acres
Silver Creek
Leawood
Saginaw
Shoal Creek Estates
Joplin
Joplin
Enterprise Zone
N

COUNCIL BILL NO. 2018-275 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2205 S. Prigmore Rd. and owned by Crossroads Realty, LLC.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of distribution.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes for property located at 2205 S. Prigmore Rd, Joplin, MO more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of fifty percent (50%) commencing January 1, 2019 and continuing to and ending after December 31, 2028.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Crossroads Realty is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year.

Section 4. That Crossroads Realty has twenty-four months beginning January 1, 2019 to create 2 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2018-416

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE:
December 17, 2018

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Sam Anselm.

SUMMARY REQUEST;
The following agreement is between the City of Joplin and Economic Security Corporation of Southwest Area to manage the 2018 Homeowner Rehabilitation Program.

BACKGROUND;
Economic Security Corporation has operated a successful homeowner rehabilitation program for numerous years. Currently projects that were funded under 2017 program year funds are being completed, and the Community Development office desires to make available 2018 program year funds to allow activities to remain uninterrupted. The attached agreement is a renewal of funding for Economic Security Corporation to continue the Homeowner Rehabilitation Program on the behalf of the Joplin HOME Consortium.

FUNDING SOURCE
This Council Bill provides One Hundred Ten Thousand Dollars and Zero Cents ($110,000.00) from Community Development Block Grant M18DC290209.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2018 Action Plan.

Staff recommends approval of the agreement.

ATTACHMENTS
Council Bill No. 2018-416; 2018 Homeowner Rehabilitation Agreement

2018 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this __day of _____, 2019 by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2018 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $110,000.00 from its 2018 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program

pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of

1968 (12 U.S.C. 1701u). Please see Attachment B for the Section 3 Clause, which lists the full requirements of the Subrecipient.

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $110,000.00 from its 2018 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $110,000.00 from its 2018 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 2018.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

Barbara Gollhoffer
City Clerk

APPROVED AS TO FORM:

Peter Edwards
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

ATTACHMENT B

Section 3 Clause

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The SUBRECIPIENT shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The SUBRECIPIENT will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The SUBRECIPIENT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The SUBRECIPIENT will certify that any vacant employment positions, including training

positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

ATTACHMENT C

HOMEOWNER AGREEMENT

Whereas, _____ ("Homeowner") is receiving HOME Investment Partnerships (HOME) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate home located at <*insert address*> in compliance with City of Joplin building codes and HOME Program Housing Quality Standards. The estimated after-rehabilitation value of the home is $_____.[1]

Now, therefore, the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Principal Residency and Income Eligibility
Homeowner agrees that if during the <*insert occupancy period*> the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Subrecipient may require immediate payment in full of the entire loan amount provided by the Subrecipient.

Homeowner agrees that if during the <*insert occupancy period*> he/she/they sell part or all of the property without Subrecipient's prior written consent then the Subrecipient may require payment in full the amount of the loan outstanding at time of sale.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG funds.

Completion of Work

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

Enforcement
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the_____of _____ and the Note will be released.

Attachment

A. **Scope of Work**
B. **Recapture Provisions (Deed Restriction)**

[1] The after-rehabilitation value must not exceed 95 percent of the median area purchase price, as required under 24 CFR 92.254(a)(2)(iii)

IN WITNESS WHEREOF, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this **___day of _____.**

Signed, sealed and delivered in the presence of:

_____

_____

Economic Security Corporation **Homeowner**

_____

_____

Notary Public **City of Joplin**

Commission Expiration Date:

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2018-416 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2018 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Economic Security Corporation of Southwest Area, are desirous of entering into an agreement whereby Economic Security Corporation of Southwest Area will manage the 2018 Homeowner Rehabilitation Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

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

Section 1: That an Agreement between the City of Joplin, Missouri, Economic Security Corporation of Southwest Area is entered into for one hundred ten thousand dollars ($110,000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-100
Amendment to work authorization.

MEETING DATE
January 7, 2019

ORIGINATING DEPARTMENT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, City Manager – Samuel L. Anselm

SUMMARY
This Council Bill approves an amendment for the work authorization for the 44th Street Widening Project, in the not to exceed amount of Fifty Three Thousand Eight Hundred Sixty and no/100 Dollars ($53,860.00)

BACKGROUND
The City of Joplin has identified a number of major transportation improvement needs throughout the community. On August 5, 2014, voters approved the renewal of a 10 year, 3/8 cent Capital Improvement Sales Tax. The Capital Improvement Sales Tax program includes 14 specific projects. Two of the transportation projects included in the program are the widening of 44th Street, from Connecticut Avenue east to Range Line Road, and the widening of a part of Connecticut Avenue from 32nd Street south to 44th Street. The project scope is to widen to five lanes with bike lanes and pedestrian facilities. Additional services include retaining wall design, redesign of reinforced concrete box and storm sewer, and resubmit final plans and cost estimate for city review. This project includes the portion of Connecticut Avenue south of I-44 to 44th Street and 44th Street from Connecticut to Range Line.

FUNDING SOURCE
These payments will be made from the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. 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 in the 2018-2019 budget.

ATTACHMENTS
CB2019-100 Ordinance; Amended work authorization, Map

SUPPLEMENTAL AGREEMENT #1

FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

CITY OF JOPLIN and GBA

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Boulevard Lenexa, KS 66219-9745	
Attention: David Hertzberg		Attention: Sam Tapko	
Department: Public Works		Phone: 913-577-8463	Fax:
Phone: 417-624-0820 Ext 506	Fax:		

AMENDMENT __1__ TO WORK AUTHORIZATION NUMBER ___GBA-CIST-TC607___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number GBA-CIST-TC607 exceed the sum of FIFTY THREE THOUSAND EIGHT HUNDRED SIXTY AND 00/100 Dollars ($__53,860.00__).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: George Butler Associates, Inc.

By: _____

Printed Name: James R. Jarrett, Jr

Title: Vice President

Date: 11/27/18

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A

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BRIEF SCOPE OF WORK

Additional design engineering services to prepare final plans for retaining wall design and associated revisions to avoid impacts to the Courtney property at the southeast corner of 44th Street and Connecticut Avenue in the City of Joplin, Missouri.

ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE

Original scope excluded retaining wall design.
The following additional items are required for this design:

- Update 3D Model to show retaining wall
- Determine limits of retaining wall
- Adjust storm sewer design/layout in conflict with proposed retaining wall
- Revise Plan/Profile sheets for removal of ditch, ditch lining, easements on Courtney Property
- Revise Storm Sewer Plan/Profile sheets for redesign
- Revise Signing/Lighting design and sheets that conflict with proposed retaining wall
- Revise Cross Sections to show retaining wall and barrier
- Revise Quantities/Quantity Sheets (retaining wall, ditch lining, storm sewer)
- Prepare barrier/barrier transition detail sheets
- Prepare retaining wall plan/profile sheet
- Perform retaining wall design
- Prepare retaining wall structural details
- Perform quality control on new and revised sheets
- Perform internal coordination between roadway design and structural design
- Subconsultant – PPI to perform additional geotechnical investigation and prepare a report for retaining wall design

Redesign of reinforced concrete box and storm sewer to eliminate impacts to the Courtney property.
The following additional items are required for this project:

- Adjust RCB Outlet
- Analyze RCB Hydraulics
- Adjust storm sewer connections to RCB
- Revise storm sewer plan/profile sheets for revised RCB connections
- Revise Quantities/Quantity Sheets (RCB, storm sewer)
- Revise RCB detail sheets
- Perform quality control on revised sheets
- Perform internal coordination between roadway design and structural design

Resubmit Final Plans and Cost Estimate for city review.
The following additional items are required for this project:

- Resubmit Final Plans for Review
- Resubmit Final Cost Estimate for Review

FEE SCHEDULE
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS/ARCHITECTS
STANDARD HOURLY RATES – EFFECTIVE JULY 1, 2018

Employment Classification	Hourly Rate
Principal	$276.00
Senior Associate	232.00
Director of AES	232.00
Associate	195.00
Senior Lead AES	195.00
Senior Specialist	180.00
Project Leader	170.00
Lead AES	170.00
Specialist	145.00
Senior AES	160.00
Senior Technician	135.00
Project AES	140.00
Project Technician	105.00
Design AES	120.00
Design Technician	86.00
Staff AES	108.00
Staff Technician	75.00
Senior Construction Inspector	135.00
Construction Inspector 4	108.00
Construction Inspector 3	104.00
Construction Inspector 2	95.00
Construction Inspector 1	85.00
Senior Field Technician	115.00
Field Technician 3	95.00
Field Technician 2	85.00
Field Technician 1	75.00
Senior Professional Land Surveyor	136.00
Professional Land Surveyor	125.00
Survey Technician 3	100.00
Survey Technician 2	70.00
Survey Technician 1	52.00
2-Man Survey Party	170.00
Training Coordinator	95.00
Senior Administrative Assistant	95.00
Administrative Assistant	72.00
General Office 2	78.00
General Office 1	58.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Traffic Counters	20.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective January 1, 2018):

Company Pick-up Truck	0.54 per mile
Personal and Company Cars	0.54 per mile

	CLASSIFICATION	Principal	Senior Associate	Associate	Senior Engineer	Project Engineer	Design Engineer	Senior Tech	ADMIN	Senior Admin	TOTAL		TOTAL
	HOURLY CHARGEOUT RATE	$276	$232	$195	$160	$140	$120	$135	$70	$95	HOURS	EXPENSES	COST
SUP1: ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE													
	Task 1 - Retaining Wall Design												
1	Update 3D Model/Determine Limits of Wall				4		8				**12.0**		**$1,600.00**
2	Adjust Storm Sewer to avoid wall (1)				2		4				**6.0**		**$800.00**
3	Update Plan Sheet				2		4				**6.0**		**$800.00**
4	Update Profile Sheets				2		4				**6.0**		**$800.00**
5	Update Storm Sewer Plan Sheets				2		4				**6.0**		**$800.00**
6	Update Storm Sewer Profile Sheets				4		8				**12.0**		**$1,600.00**
7	Update Signing/Lighting Sheets				4		8				**12.0**		**$1,600.00**
8	Update Cross Sections				4		8				**12.0**		**$1,600.00**
9	Update Quantities/Quantity Sheets				2		4				**6.0**		**$800.00**
10	Barrier/Barrier Height Transition Detail Sheet				2		8				**10.0**		**$1,280.00**
11	Retaining Wall Plan/Profile Sheet				4		8				**12.0**		**$1,600.00**
12	Retaining Wall Design and Structural Details				24		40	48			**112.0**		**$15,120.00**
13	QA/QC			4	8		4				**16.0**		**$2,540.00**
14	Internal Coordination				8					2	**10.0**		**$1,470.00**
	Task 2 - RCB/Storm Sewer Redesign												
1	Adjust RCB Outlet				2		4				**6.0**		**$800.00**
2	Analyze RCB Hydraulics				2		8				**10.0**		**$1,280.00**
3	Adjust RCB/Storm Sewer Connections (3)				2		8				**10.0**		**$1,280.00**
4	Update Storm Sewer Plan Sheets				2		4				**6.0**		**$800.00**
5	Update Storm Sewer Profile Sheets				2		8				**10.0**		**$1,280.00**
6	Update Quantities/Quantity Sheets				2		4				**6.0**		**$800.00**
7	RCB Details (Sheet 1)				4		8	4			**16.0**		**$2,140.00**
8	RCB Details (Sheet 2)				4		8	4			**16.0**		**$2,140.00**
9	RCB Details (Sheet 3)				4		8	8			**20.0**		**$2,680.00**
10	RCB Details (Sheet 4)				4		8	8			**20.0**		**$2,680.00**
11	QA/QC			4	8		4				**16.0**		**$2,540.00**
12	Internal Coordination				8					2	**10.0**		**$1,470.00**
	Task 3 - Resubmit Final Plans/Estimate												
1	Submit Revised Final Plans to Joplin for Review			4							**4.0**		**$780.00**
2	Submit Revised Cost Estimate to Joplin for Review			4							**4.0**		**$780.00**
	SUP1 TOTAL	**0.0**	**0.0**	**16.0**	**116.0**	**0.0**	**184.0**	**72.0**		**4.0**	**392.0**	**$0.00**	**$53,860.00**

SUP1: Description of Additional Work

Original scope did not include retaining wall design
Original scope did not include construction phase services
Formliner details for wall are considered additional work
Final design w/ 1 submittal
Geotechnical investigation performed via City's on call agreement with Palmerton & Parrish

AMENDED TERMS OF SERVICE

The approximate general project schedule is as follows:

Notice to Proceed – Design	December 2016
Conceptual Plan Submittal	March 2017
Preliminary Plan Submittal	July 2017
Right-of-Way Plan Submittal	September 2017
Final PS&E Submittal	June 2018
Revised Final PS&E Submittal	February 2019
Project Advertise	~~October 2018~~ March 2019
Project Letting	~~November 2018~~ April 2019
Notice to Proceed – Construction	~~Spring 2019~~ May 2019

Specific submittal dates to be determined.

This schedule allows for 2 weeks of review by the City at each submittal.

Advertisement, letting and construction dates are estimated and may be adjusted dependent on right-of-way and utility clearances.


Location Map
Design By GBA
E 38TH ST
S PARK AVE
S MISSISSIPPI AVE
E 36TH ST
I-44 RAMP
I-44 RAMP
I-44W HWY
I-44E HWY
E RICHARD JOSEPH BLVD
I-44 RAMP
S KANAN AVE
S CONNECTICUT AVE
S ARIZONA AVE
S RICHARD JOSEPH BLVD
OUTER RD
E 43RD ST
S W RICHARD JOSEPH BLVD
E 44TH ST
S RANGE LINE RD
S JOHNSON DR
S OAKLAWN DR
S BELMONT DR
S OAK DR
E 45TH ST
E 46TH ST
E STINNETT DR
E 46TH ST
EMERAL PL
E COLORADO DR
E 47TH ST
E 48TH ST
N

COUNCIL BILL NO. 2019-100 ORDINANCE NO

AN ORDINANCE approving Amendment 1 to Work Authorization GBA-CIST-TC607, for additional services with George Butler Associates Inc in the not to exceed amount of Fifty-Three Thousand Eight Hundred Sixty and no/100 Dollars ($53,860.00) for the 44th Street Widening Project funded through the capital improvement sales tax and containing an emergency clause.

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

Section 1. That Amendment 1 to Work Authorization GBA-CIST-TC607, for additional services with George Butler Associates Inc in the not to exceed amount of Fifty-Three Thousand Eight Hundred Sixty and no/100 Dollars ($53,860.00) for the 44th Street Widening Project funded through capital improvement sales tax in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized to enter into an agreement on behalf of the City of Joplin with George Butler Associates Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the capital improvement sales tax fund.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-100

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-101
Construction Agreement for Manhole Casting Replacements in Streets

MEETING DATE
January 7, 2019

ORIGINATING DEPT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Samuel L. Anselm

SUMMARY
This Council Bill approves a construction agreement with Sprouls Construction, Inc., for the Manhole Casting Replacements in Streets in the not to exceed amount of Two Hundred Four Thousand Nine Hundred and no/100 Dollars, ($204,900.00)

BACKGROUND
In preparation for the City's annual resurfacing project, City staff evaluate the condition of public infrastructure that will be affected by the overlay work. Over the course of several months, City staff and contractors have been replacing broken portions of the City's sanitary sewer pipes, manholes, and their metal covers ("castings"). Some of the manholes in the 2019 overlay project area will have their castings replaced, along with a concrete collar poured around it. This collar protects the castings from milling machines in future resurfacing projects. Additionally, in 7th Street, the City has approximately 50 manholes under pavement. Due to heavy traffic volumes, the castings have been worn down since their installation decades ago. Recognizing the risk to the traveling public, City staff have identified 15 manholes between Byers Ave. and St. Louis Ave. for which their castings will be replaced this fiscal year. The castings in 7th Street will have hinged lids, which will help minimize the size of the work zone around each manhole during future maintenance efforts. City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on December 20, 2018, with only Sprouls Construction, Inc., submitting bids. Bid is within engineers estimate.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Sanitary Sewer Maintenance.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. 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 in the 2018-2019 budget.

ATTACHMENTS

CB2019-101 Ordinance; Bid Tabulation, Construction Agreement, Location Map 1 & 2, Pictures

BID TABULATION

PROJECT: Manhole Casting Replacements in Streets

DATE OF BID OPENING: December 20, 2018 10:00 A.M.

BID	CONTRACTOR
$204,900.00	Sprouls Construction
$210,000.00	Engineering Estimate with traffic control added by Addendum 2

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SPROULS CONSTRUCTION INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Sprouls Construction Inc. Address: 397 W. DD Highway LAMAR, MO 64759	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

MANHOLE CASTING REPLACEMENT IN STREETS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by

the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Four Thousand Nine Hundred and no/100 dollars ($204,900.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)

e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Hundred Four Thousand Nine Hundred and no/100 Dollars ($204,900.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus

$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

By: _____

Printed Name: _____

Title: _____

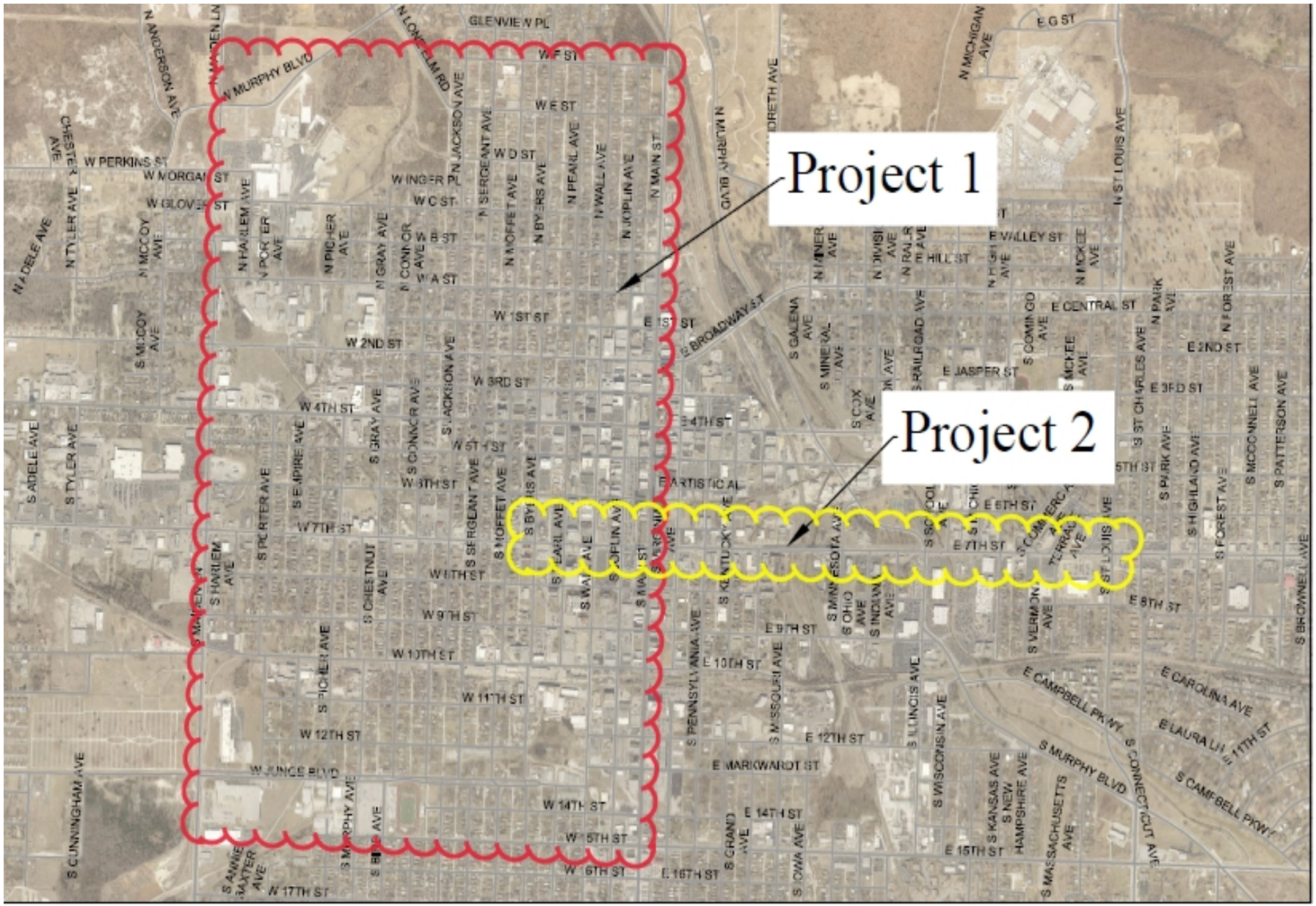
_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____
David Hertzberg, Public Works Director

_____
Peter Edwards, City Attorney


Project 1
Project 2
GLENVIEW PL
W MURPHY BLVD
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W PERKINS ST
W MORGAN ST
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W E ST
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E JASPER ST
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E 3RD ST
E CAMPBELL PKWY
E CAROLINA AVE
E LAURA LN
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S CAMPBELL PKWY
N JACKSON AVE
N SERGEANT AVE
N MOFFET AVE
N BYERS AVE
N PEARL AVE
N WALL AVE
N JOPLIN AVE
N MAIN ST
N MURPHY BLVD
N MICHIGAN AVE
N ST LOUIS AVE
N ADELE AVE
N TYLER AVE
N MCCOY AVE
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S EMPIRE AVE
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S JACKSON AVE
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S CUNNINGHAM AVE
S ANNIE BAXTER AVE
S PENNSYLVANIA AVE
S MISSOURI AVE
S ILLINOIS AVE
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S KANSAS AVE
S NEW HAMPSHIRE AVE
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BROADWAY ST
ARTISTICAL
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S INDIANA AVE
S VERMONT AVE
TERRACE AVE
S GRAND AVE
S IOWA AVE
DRETH AVE
CHESTER AVE






1157


CITY OF JOPLIN
SANITARY SEWER
USA

COUNCIL BILL NO. 2019-101 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Sprouls Construction Inc., in the amount of Two Hundred Four Thousand Nine Hundred and no/100 dollars ($204,900.00) for construction of the Manhole Casting Replacements in Streets Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Sprouls Construction Inc., in the amount of Two Hundred Four Thousand Nine Hundred and no/100 dollars ($204,900.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund Account number 415-4542-540-8675.

Section 4 That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2019-101

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund Account number 415-4542-540-8675 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-102 – authorizing the City of Joplin to enter into an agreement with American Airlines, Inc. for the purpose of guaranteeing minimum revenue in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

MEETING DATE
January 7, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-102 Ordinance; American Airlines Air Service Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves an Air Service Agreement by and between American Airlines, Inc. and the City of Joplin for a Minimum Revenue Guarantee (MRG) associated with proposed regularly scheduled passenger air service, to be performed by American or an Affiliate of American, between the Joplin Regional Airport and Chicago O'Hare International Airport.

BACKGROUND
Over the last few years the Joplin Regional Airport has been working to increase our air service options to include the Chicago hub. American Airlines has agreed to expand their existing service platform to include flights to Chicago but require a Revenue Guarantee to provide the new service.
The proposed Service will begin June 6th with 2 flights per day, except Saturday, with 50 passenger ERJ-145 Regional Jets.

In order to secure this service, the Airport will be required to sign a 1-year MRG (Minimum Revenue Guarantee) agreement in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for the service. The Airline will set a minimum revenue baseline for every flight. At the end of each month they will calculate the total revenue needed by the number of flights flown at this station. If the revenue generated falls below the required baseline amount the Airport will be required to "make up" the difference. If the revenue exceeds the baseline there will be no payout. Additional revenues will not carry over to the next month.

FUNDING SOURCE
The funding sources for the MRG will be split evenly between the JACC Economic Development Corp., CVB fund balance, and the Transportation Sale Tax fund balance.

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

AIR SERVICE AGREEMENT

This Air Service Agreement (this "Agreement") is made and entered into as of JUNE 06, 2019 by and between American Airlines, Inc., a Delaware corporation with its principal offices at 4333 Amon Carter Boulevard, MD 5544, Fort Worth, Texas 76155 ("American"), and City of Joplin with its principal offices at 602 South Main Street, Joplin, Missouri 64801 ("Guarantor").

1. Air Service.

(a) American shall provide regularly scheduled passenger air service, to be performed by American or an Affiliate of American, between Joplin Regional Airport ("JLN) and Chicago O'Hare International Airport (ORD) in both directions. This constitutes the "Air Service", and each one-way flight performed by American between the airports set forth on Schedule 1, an "Air Service Flight", effective June 06, 2019 through June 05, 2020 in accordance with the schedule set forth Schedule 1 attached hereto.

(b) American agrees to schedule an aircraft to perform the Air Service. Notwithstanding anything to the contrary in this Agreement or in any Schedule, American reserves the right to make all operational decisions regarding the Air Service in its sole discretion, including but not limited to aircraft type and configuration, operating carrier, timing of arrival/departure, frequency of service (schedule flexibility), and continued operation of the Air Service. American reserves the right to update Schedule 1 from time to time to reflect any program changes that American deems appropriate.

2. Minimum Revenue Requirement.

(a) The "Flight Charge" for each Air Service Flight shall be specified in Schedule 1.

(b) The "Settlement Period" shall be monthly during the Air Service Period, with billing done on a quarterly basis.

(c) The "Minimum Revenue Requirement" shall mean the Flight Charge as set forth in Schedule 1 for each Air Service Flight multiplied by the actual number of Air Service Flights operated by American during the Settlement Period.

(d) The "Billing Period" shall be quarterly and include the billing for the Settlement Periods included in such Billing Period.

(e) American and Guarantor agree that the Total Revenue (as defined in Section 3(d) below) for each Settlement Period must equal or exceed the Minimum Revenue Requirement, as further described in Section 4 below.

3. Revenue Calculation.

(a) Subject to Section 7(b), American and Guarantor agree that in the event of certain changes in the average price per gallon that American pays for jet fuel, American will adjust the amount payable as set forth in Schedule 2 hereto.

(b) For purposes of this Agreement, "Passenger Ticket Revenue" for each Air Service Flight shall be the total amount paid by passengers in connection with the applicable Air Service Flight, less applicable taxes, and shall be rate-prorated by segment. A rate-prorate is used to divide total Passenger Ticket Revenue paid per Air Service Flight among the actual number of segments flown by each Air Service passenger according to the ratio of each segment's local fare to the sum of all the local fares applicable to the passenger's actual itinerary.

(c) For purposes of this Agreement, (i) "Partner Miles Revenue" shall mean the marketing revenue received from third parties related to the purchase of AAdvantage® miles; (ii) "Baggage and Cargo Revenue" shall mean all revenue earned from the storage of baggage and cargo on any given Air Service Flight; and (iii) "Ancillary Revenue" shall mean revenue resulting from sales on-board the Air Service Flight.

(d) For purposes of this Agreement, "Total Revenue" shall mean the sum of the Passenger Ticket Revenue, Partner Miles Revenue, Baggage and Cargo Revenue, and Ancillary Revenue for all of the Air Service Flights operated by American and/or an American Airline Affiliate during the Settlement Period.

(e) American's Airline Performance Analysis System ("APAS") shall be the sole source of information for calculating Total Revenue. APAS shall also be the sole source of information for calculating fuel expenses for all Air Service Flights during each Settlement Period. Notwithstanding the foregoing, Guarantor shall have the right, upon providing at least five (5) business days' prior written notice to American, to conduct an audit at Guarantors' sole expense within sixty (60) days following the close of the Settlement Period. Such audit may examine the information and documents used to calculate Total Revenue and fuel expenses received by American for Air Service Flights associated with this Agreement. Any such audit must be reasonable in all respects, and must be performed during regular business hours and without affecting American's regular business operations. Guarantor's representatives participating in such audit are obligated to treat as confidential, in accordance with this Agreement, all information disclosed to or discovered by them during such audit. The confidentiality obligation in the immediately preceding sentence shall survive the termination of this Agreement indefinitely. In the event that the auditor discovers an overpayment by Guarantor during such audit and establishes such overpayment to the satisfaction of American, American shall remit to Guarantor the full amount of such established overpayment.

4. Revenue Reconciliation.

(a) American will reconcile the Total Revenue during each Settlement Period against the Minimum Revenue Requirement for such Settlement Period no later than sixty (60) days following the end of the Settlement Period.

(b) If the Total Revenue is more than the Minimum Revenue Requirement for any Settlement Period, a "Revenue Excess" shall be deemed to have occurred during such Settlement Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will retain the Revenue Excess for such Settlement Period. For the avoidance of doubt, Revenue Excess in any given Settlement Period shall not be applied to meet the Minimum Revenue Requirement of another Settlement Period.

(c) If the Total Revenue is less than the Minimum Revenue Requirement for any Settlement Period, a "Revenue Shortfall" shall be deemed to have occurred during such Settlement Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will invoice Guarantor for the Revenue Shortfall for each Settlement Period within the Billing Period in which a Revenue Shortfall occurred in accordance with the payment procedures in Section 6.

(d) American and Guarantor agree that the principal obligation (not including interest) of Guarantor to pay American for Revenue Shortfalls during the Term shall not exceed the total amount of US$600,000 regardless of method of payment.

5. Other Incentives. In addition to the Air Service Charge, Guarantor agrees to provide American the following additional incentives:

(a) Reserved

(b) Reserved

6. Payment Reconciliation. American shall provide an invoice to Guarantor no later than sixty (60) days following the end of each Billing Period, and upon the expiration or termination of this Agreement. Such invoice shall include the total Revenue Shortfalls incurred during such Billing Period, if any, and any other charges (including fuel excess charges) incurred during such Billing Period. Guarantor shall pay such invoice to American within a reasonable time frame not to exceed thirty (30) days after receipt of such invoice. All payments hereunder shall be made no later than their respective due dates by check, by wire transfer pursuant to wiring instructions given by American or by other means of payment agreed in writing by American. Guarantor agrees to pay interest on any overdue payment owed to American from the date such payment is due under this Agreement until the date such payment is received by American at the lesser of the following (i): the highest rate permitted by applicable law or (ii) an annual rate of 12%.

7. Termination and Default. This Agreement may be terminated and/or any Air Service Flight cancelled by the party specified below (after notice, if applicable) upon the happening of any of the following events:

(a) At any time, by the mutual written consent of the parties.

(b) By American (i) immediately, if American is unable to obtain the governmental or other approvals necessary to commence the Air Service or the service on any particular Air Service Flight, or if such approvals are subsequently revoked or

altered; (ii) if American determines in its sole discretion that the operating facilities at Guarantor's home airport are inadequate for American to commence service at such airport as contemplated in Schedule 1; (iii) if Guarantor fails to make any payment when due and does not make such payment within five (5) days after written notice or demand thereof; or (iv) immediately, if any of the following events occur: (A) a forced or voluntary grounding of one or more of American's aircraft types (or the aircraft type(s) of the operating carrier chosen by American to operate the Air Service Flight(s)); (B) there is a greater than 35% increase in the average price per gallon that American pays for jet fuel as compared to the average price per gallon that American paid as of the Effective Date; or (C) if American determined in its sole discretion that sufficient fuel is not available to meet all of its scheduled commitments.

(c) At any time, by the non-breaching party, upon written notice to the breaching party, upon: (i) the breach of a material term, agreement, covenant, representation, statement, or warranty of this Agreement; or, (ii) the breach of any federal, state, or local law as such relates to the Air Service Flights, provided, however, in each instance the non-breaching party shall give the breaching party written notice of the breach or failure to comply and five (5) business days to cure such breach or failure to comply, assuming such breach or failure to comply is capable of being cured within such time period. If such breach or failure is not cured within such five (5) business day period, or if such breach or failure is not capable of being cured (or not capable of being cured within such time period), then the non-breaching party may immediately terminate this Agreement without any further notice to the other party.

(d) At any time, by either party, upon written notice to the other party, if the other party: (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment which may have a material adverse effect on it and which is not dismissed, satisfied or stayed within sixty (60) days; (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations other than due to force majeure as provided in Section 14.

(e) By either party, with or without cause or penalty upon not less than thirty (30) days' prior written notice to the other party. The effective date of termination shall be as stated in such written notice of termination but not earlier than thirty (30) days following such written notice.

8. Remedies Upon Termination. Other than as specifically set forth herein, termination pursuant to Section 7 shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.

(a) Any termination or expiration of this Agreement shall not affect Guarantor's obligation to pay American all amounts owing to American as of the effective date of such expiration or termination.

(b) In the event of any termination or expiration of this Agreement for any reason, Guarantor shall pay all amounts owed to American as of the effective date of expiration or termination, in accordance with the provisions of this Agreement, within fifteen (15) business days after receipt of an invoice from American.

(c) In the event of any termination or expiration of this Agreement for any reason, Guarantor shall pay all amounts owed to American as of the effective date of expiration or termination, in accordance with the provisions of this Agreement, within fifteen (15) business days after receipt of an invoice from American.

9. Confidential Information.

(a) Each party (the "Receiving Party") agrees to hold in strict confidence all confidential and proprietary information, either designated by the party disclosing such information to the other party (the "Disclosing Party") as such or under reasonable circumstances to be considered as such, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each Party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the terms of this Agreement (including all schedules), and (ii) flight and accommodations booking information related to the Air Service.

(b) Each Party agrees that it will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction, subject to Section 9(c); (ii) except to attorneys, accountants or lending institutions of either party which have been informed of and will be required to maintain the confidentiality of such information; or (iii) unless such provisions are publicly known through no disclosure that is prohibited hereunder.

(c) In addition, the Receiving Party may disclose the Confidential Information in response to law, regulation or a valid court order or other governmental action, provided that (i) the Disclosing Party is notified in writing prior to disclosure of the information, and (ii) the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.

10. Promotional Materials. Nothing contained herein shall give either party a license or other right to use the trademarks or servicemarks of the other party or any of American's subsidiaries or affiliates. Any such use shall require the prior written consent of the party that owns the trademarks or servicemarks. Guarantor shall submit to American for review and approval, prior to publication or use, the portion of any and all artwork, scripts, copy, advertising, promotional materials, direct mail, press releases, newsletters or other communications or any other publicity published or distributed by Guarantor (or at its direction or authorization) that

specifically references this Agreement, the Air Service, American (or any of American's Affiliates), or uses any trademark, service mark, logo or trade name of American or any of its Affiliates ("American Marks") (collectively, the "Promotional Materials"). American may provide Guarantor with limited access to the American Airlines brand center website (https://brand.aa.com) to obtain digital renditions of the American Marks that conform to American's corporate graphics standards. Guarantor agrees that it will not (a) use or display any American Marks that it has not obtained from American or from the American Airlines brand center website; (b) alter the American Marks in any way; or (c) display the American Marks without the appropriate proprietary rights notices. American shall have the right, at its sole discretion, to modify the graphics standards and disclaimers from time to time. All promotional or informational material distributed or electronically transmitted by Guarantor using the American Marks will require the tag line listing the marks and stating "are trademarks of American Airlines, Inc." American agrees to respond to Guarantor within five (5) business days after receipt of the Promotional Materials with written approval or written request for changes. Guarantor further agrees that no changes will be made to any of the Promotional Materials after approval by American unless such changes are first approved by American in writing. For the purpose of this Agreement, "Affiliate" shall mean, with respect to either party, any person directly or indirectly controlling, controlled by, or under common control with, such party.

11. Fares. American agrees to establish and modify, as needed, the air fares for the Air Service and agrees to provide yield and inventory management services with respect thereto. Guarantor acknowledges that American has agreed to establish and modify these air fares and to provide yield and inventory management services as an accommodation to Guarantor and that American hereby disclaims all liability for, and Guarantor hereby waives all claims against American which may arise out of or in connection with, the establishment or modification of such air fares or the yield and revenue management services provided hereunder. American agrees to advise Guarantor regarding pricing for such air fares; provided, however, that American shall at all times have the unconditional right in its sole discretion to determine air fares during the Air Service Period.

12. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Texas without regard to any conflict of law rules.

13. Jurisdiction/Dispute Resolution. Each party irrevocably submits to the nonexclusive jurisdiction of the United States District Court for the Northern District of Texas and of any Texas State Court sitting in Tarrant County, for purposes of legal proceedings arising out of this Agreement or any transactions contemplated in this Agreement. Each party, to the fullest extent it may effectively do so under substantive governing law applicable to this Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such court and any right of application or appeal to any court (in the U.S. or in any other jurisdiction). EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL TO RESOLVE ANY DISPUTES ARISING UNDER THIS AGREEMENT.

14. Force Majeure. Except as otherwise expressly provided in this Agreement, neither party shall be liable for performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, or any court order or action of any governmental, administrative or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, (b) use its best reasonable efforts to avoid or remove such causes of non-performance, and (c) continue performance to the extent such causes are removed or avoided.

15. Indemnification.

(a) American agrees to indemnify, defend and hold harmless Guarantor and its officers, directors, employees, agents and Affiliates (the "Guarantor Indemnified Parties") from and against any and all third party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses (including without limitation reasonable attorneys' fees) of any nature whatsoever (collectively, "Claims") arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of American, its subcontractors, its Affiliates or any person directly or indirectly employed by American, or any of them, while engaged in any activity associated with or related to American's performance under this Agreement; and (ii) American's breach of its obligations under this Agreement.

(b) Guarantor agrees to indemnify, defend and hold harmless American and its officers, directors, employees, agents and Affiliates (the "American Indemnified Parties") from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of Guarantor, its subcontractors, its Affiliates or any person directly or indirectly employed by Guarantor, or any of them, while engaged in any activity associated with or related to Guarantors' performance under this Agreement; and (ii) Guarantors' breach of its obligations under this Agreement.

(c) The rights and obligations of the parties under this Section 15 shall survive any termination or expiration of this Agreement.

16. Waiver of Consequential Damages; Other Limitations. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING ANY SUCH DAMAGES OR CLAIMS. UNDER NO CIRCUMSTANCES SHALL AMERICAN'S LIABILITY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT OF CHARGES ACTUALLY PAID BY GUARANTOR TO AMERICAN PURSUANT TO THIS AGREEMENT.

17. Insurance.

(a) American. At all times during the Air Service Period, American shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least $25,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage. If so requested by Guarantor, American will furnish Guarantor within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(a) of this Agreement; (ii) includes the insurer's commitment to give Guarantor not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of American and shall insure Guarantor regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by American; (iv) shall waive any right of subrogation, set-off, or counterclaim against Guarantor; (v) shall name the Guarantor Indemnified Parties hereunder as additional insureds; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by Guarantor.

(b) Guarantor. At all times during the Air Service Period, Guarantor shall carry and maintain, at its sole cost and expense, commercial general liability insurance with aggregate limits of at least $10,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage. If so requested by American, Guarantor will furnish American within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(b) of this Agreement; (ii) includes the insurer's commitment to give American not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of Guarantor and shall insure American regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by Guarantor; (iv) shall waive any right of subrogation, set-off, or counterclaim against American; (v) shall name the American Indemnified Parties hereunder as additional insured; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by American.

18. Sovereign Immunity. To the extent that either party or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, or such party's liability is limited pursuant thereto, that party, to the extent permitted by applicable law, for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter in an action brought by the other party to enforce or interpret this Agreement. This waiver of immunity shall not inure to the benefit of a third party who is not a signatory to this Agreement. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction, unless prohibited by applicable law.

19. Representations and Warranties. Each of American and Guarantor warrants, represents, and agrees that it has: (i) the full right, power, legal capacity, and authority to enter into this Agreement and to carry out and perform all of the obligations thereof; and (ii) will not harm, misuse, or bring into dispute the trademarks or service marks of the other.

20. Assignment. Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party, except that American may assign or delegate this Agreement and the rights and obligations created hereunder to any wholly owned subsidiary of American Airlines Group, Inc. without the consent of Guarantor.

21. Waivers and Modifications. This Agreement embodies the entire agreement and understanding of the parties, and, as of its effective date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof. The schedules, exhibits, annexes, and attachments to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes. The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed jointly by a duly authorized representative of both American and Guarantor.

22. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

23. Relationship of the Parties. Each of the parties is an independent contractor. Nothing in this Agreement is intended, or shall be construed, to create or establish any agency, partnership, joint venture, affiliate, or fiduciary relationship between the parties. Neither party, nor any of its affiliates, has any authority to act for, or to incur any obligations on behalf of, or in the name of, the other party or any of its affiliates. This Agreement is the product of negotiations between the parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine.

24. Notices. Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered in person, (b) sent by traceable overnight delivery via a nationally recognized courier, or (c) sent by registered or certified mail, return receipt requested, in each case addressed to the other party at the following address, and shall be deemed to have been given (as applicable) (x) on the day such notice is so hand delivered, (y) one business day following the date such notice is sent via overnight delivery via a nationally recognized courier, or (z) two business days following the date such notice is sent via certified mail:

To American:

American Airlines, Inc.

Attn: Vasu Raja, Vice President - Network and Schedule Planning
4333 Amon Carter Boulevard, MD 5544
Fort Worth, Texas 76155
Fax No.: (817) 931-6670

To Guarantor:

Name: City of Joplin
Attn: Steve Stockam
Address: 602 South Main, Joplin, MO 64801
Phone No.: 417-623-0262 Ext 5
Email: SStockam@joplinmo.org

Either party will have the right to change their representative and address for notice to any other location by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

25. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns and there is no intent to benefit any third parties.

27. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

28. Exhibits & Schedules. The Exhibits and Schedules to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes.

29. No Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

30. No Remedy Exclusive. Except as expressly set forth herein, no remedy herein conferred upon or reserved to a party herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

31. Expenses. Each party to this Agreement agrees to be responsible for its own costs, expenses and charges (including, without limitation, legal fees, advisory fees and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

32. **No Discrimination**. **Guarantor Shall: (i) comply with 48 C.F.R. 52.219-8, Utilization of Small Business Concerns (Oct 2014) and include this clause in lower-tier subcontracts if the Products or Services offer further subcontracting opportunities; (ii) comply with 48 C.F.R. 52.219-9, Small Business Subcontracting Plan (Oct 2014) and include this clause in lower-tier subcontracts if Guarantor is a large business, Guarantor is not providing a commercial item (as defined in 48 C.F.R. 2.101), and the Products, Services, or lower-tier subcontract, as applicable, exceed $650,000 (or $1.5 million for construction); and (iii) comply with all reasonable requests of American for documentation and other information to substantiate Guarantor's compliance with these clauses.**

33. Miscellaneous. All obligations of American hereunder are subject to the receipt of all necessary government approvals.

34. Counterparts. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

[Signature Page Follows]

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

City of Joplin	**American Airlines, Inc.**
By: _____	By: _____
Name: Sam Anslem	Name: Vasu Raja
Title: City Manager	Title: Vice President, Network and Schedule Planning

SCHEDULE 1
TO AIR SERVICE AGREEMENT

BETWEEN AMERICAN AIRLINES, INC. AND GUARANTOR FOR AIR SERVICE FLIGHTS BETWEEN [ORD] AND [JLN]

PROPOSED FLIGHT SCHEDULE*

June 06, 2019 – June XX, 2020

Origin	Destination	Days of Operation	Flight Times*
ORD	JLN	Daily	1150-1315
JLN	ORD	Daily	1415-1620
ORD	JLN	Daily	2015-2205
JLN	ORD	Daily	0544-0744

Equipment: EMB 145**

Present Configuration: 50 seats**

One Way Flight Charge: $6,343 per Air Service Flight**

*Exact operating times are subject to change from time to time by American at its sole discretion.

**Subject in all respects to Section 1(b) of the Agreement.

SCHEDULE 2
TO AIR SERVICE AGREEMENT

FUEL ADJUSTMENTS FOR
AIR SERVICE FLIGHTS BETWEEN ORD
AND JLN

1. If the average price per gallon that American pays for jet fuel during any given month during the Term ("Average Fuel Price") changes as compared to an average price per gallon of US$2.15 ("Initial Average Fuel Price"), the sum of Flight Charges for Air Service Flights during such month shall be adjusted as follows (each monthly adjustment a "Fuel Adjustment"):

(a) If the Average Fuel Price increases to US$2.16 (the "Increase Trigger Price") or above for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be increased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Increase Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

(b) If the Average Fuel Price decreases to US$2.14 (the "Decrease Trigger Price") or below for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be decreased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Decrease Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

2. All Fuel Adjustments will be included in the invoice for the respective Settlement Period or the final report, as applicable, as provided in Section 4(a) of the Agreement.

3. Examples:

(a) If the Average Fuel Price for December is $2.10, the Initial Average Fuel Price is $2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be an increase of the sum of all Flight Charges during December of:

($2.10 - $2.00) x 100,000 = $10,000

(b) If the Average Fuel Price during December is US$1.90, the Initial Average Fuel Price is $2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be a decrease of the sum of all Flight Charges for December of:

($1.90 - $2.00) x 100,000 = ($10,000)

COUNCIL BILL NO. 2019-102 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with American Airlines, Inc. for the purpose of guaranteeing minimum revenue in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and American Airlines, Inc. for the purpose of guaranteeing minimum revenue in an amount not to exceed of Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2019-103 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Joplin Area Chamber of Commerce Foundation for the purpose of sharing liability for the air service agreement minimum revenue guaranty by and between the City of Joplin and American Air Lines, Inc. in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and the Joplin Area Chamber of Commerce Foundation for the purpose of sharing liability for the air service agreement minimum revenue guaranty by and between the City of Joplin and American Air Lines, Inc. in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

AIR SERVICE GUARANTEE PARTICIPATION AGREEMENT

This Agreement is entered into on this _____ day of January, 2019 between the City of Joplin, Missouri, a constitutional charter city ("Joplin"), and the Joplin Area Chamber of Commerce Foundation, a Missouri nonprofit corporation (the "Participant"); The parties agree as follows:

1. Background. Improved air service at the Joplin Regional Airport is in the best interest of all parties to this Agreement. American Airlines, Inc. ("American") is interested in providing air service between Joplin Regional Airport and Chicago O'Hare International Airport. One condition to the establishment of this air service is that American will receive a Revenue Shortfall guarantee from Joplin. Joplin and American have negotiated an air service agreement (the "Air Service Agreement") which agreement shall be substantially in the form attached as Exhibit A and incorporated herein by this reference. The Air Service Agreement grants to American from Joplin a Revenue Shortfall guarantee for the Term of the Air Service Agreement in the amount of $600,000.00 (the "Guarantee"). Joplin is unable by itself to provide funds for the entire amount of the Guarantee and is separately contributing $100,000.00 in marketing. In order to enable Joplin to enter into the Air Services Agreement with American, Participant wishes to provide resources to assist Joplin in providing the necessary Guarantee to American.

2. Revenue Guarantee. The parties hereto agree to share the liability for the Guarantee contained in the Air Service Agreement as set forth herein below.

3. Limitation on Liability. The maximum liability of each party hereto for the Guarantee shall be as follows:

For the Term of the Air Service Agreement:

City of Joplin:	$400,000.00
Joplin Area Chamber of Commerce Foundation:	$200,000.00

4. Payment of Funds. In the event Joplin receives a Revenue Shortfall invoice for any Settlement Period pursuant to the Air Services Agreement, Joplin shall promptly submit a copy of such invoice to Participant. Within fifteen (15) days of receipt of a copy of a Revenue Shortfall invoice, Participant shall remit to Joplin one-third (1/3) of the Revenue Shortfall amount, representing Participant's full proportional share of the Revenue Shortfall owed to American for the invoiced Billing Period. For example, if the Revenue Shortfall for a Settlement Period is $9,000.00, Participant would pay Joplin $3,000.00.

In the event Participant fails to timely remit to Joplin its proportional share of a Revenue Shortfall, Participant agrees to pay interest on any overdue payment owed

to Joplin from the date such payment is due under this Agreement until the date such payment is received by Joplin at an annual rate of 12%.

In the event Participant does timely remit to Joplin its proportional share of a Revenue Shortfall, but Joplin fails to timely remit to American full payment of the Billing Period invoice, Joplin shall be solely liable for any interest charges assessed by American on the overdue payment and Joplin shall indemnify and hold harmless Participant from any such interest or costs associated therewith.

5. Quarterly Statements. Joplin shall provide quarterly statements to Participant on the status of the Air Service Agreement.

6. Records. All records available to Joplin under the Air Service Agreement shall be made available to Participant upon request.

7. Audits. Joplin may, at the request of any party, exercise its right under the Air Service Agreement to conduct an audit of American's records. The party requesting the audit shall pay all costs of the audit. In the event Joplin and Participant mutually determine to request an audit, Joplin and Participant shall share the costs of such audit proportionally, with Joplin paying 2/3 of the cost and Participant paying 1/3 of the cost.

8. Benefit of Parties. This Agreement is for the sole benefit of Joplin and Participant. Nothing in this Agreement is intended to confer any rights or remedies on any other person.

9. Authority of Signatories. The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

10. Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

PARTICIPANT: Joplin Area Chamber of Commerce Foundation

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-103 – authorizing the City of Joplin to enter into an agreement with the Joplin Area Chamber of Commerce Foundation for the purpose of sharing liability for the air service agreement minimum revenue guaranty by and between the City of Joplin and American Air Lines, Inc. in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for regularly scheduled air passenger service between Joplin Regional Airport and Chicago O'Hare International Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

MEETING DATE
January 7, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-103 Ordinance; Air Service Guarantee Participation Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves an Air Service Guarantee Participation Agreement by and between the City of Joplin and Joplin Area Chamber of Commerce Foundation for the purpose of sharing liability for the air service agreement minimum revenue guaranty by and between the City of Joplin and American Air Lines, Inc. associated with proposed regularly scheduled passenger air service between the Joplin Regional Airport and Chicago O'Hare International Airport.

BACKGROUND
Over the last few years the Joplin Regional Airport has been working to increase our air service options to include the Chicago hub. American Airlines has agreed to expand their existing service platform to include flights to Chicago but require a Revenue Guarantee to provide the new service. In order to secure this service, the Airport will be required to sign a 1-year MRG (Minimum Revenue Guarantee) agreement in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00) for the service.

The Joplin Area Chamber of Commerce Foundation has agreed to share this liability with the City of Joplin in an amount not to exceed Two Hundred Thousand and 00/100 Dollars ($200,000.00). City and Chamber shall pay American any shortfall under the Air Service Agreement in the proportion of their limitation on liability: City two-thirds (2/3) and Chamber one-third (1/3). For example, if the revenue shortfall in the first month is $9,000.00, City would pay $6,000.00 and Chamber would pay $3,000.00.

FUNDING SOURCE
N/A

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2019–350 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1224 Roosevelt Ave. in the City of Joplin, Missouri, for Three Thousand Five Hundred Ninety-Nine and 00/100 Dollars ($3,599.00); 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 Big Johns in the amount of Three Thousand Five Hundred Ninety-Nine and 00/100 Dollars ($3,599.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1224 Roosevelt Ave.

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 1224 Roosevelt Ave. and legally described as:

ALL OF LOT NUMBERED FORTY-SEVEN (47) IN W.G. SERGEANT AND COMPANY'S 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 is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a 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 hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	14-Dec-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	1224 S. Roosevelt Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,808.00
Big John's Heavy Equipment	$3,599.00
Jordan Disposal	NO BID
Nelson's Enterprises	NO BID
Camcor	$5,725.00


COUNCIL BILL 2019-350
1224 ROOSEVELT AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 350, Building Regulations

MEETING DATE
January 7, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Big Johns to remove the structures, and any remaining debris including foundation and footings 1224 S. Roosevelt Avenue.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 11, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 30, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on December 14, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Camcor	$5,725.00
B & D Yardbuilders	$3,808.00
Big Johns	$3,599.00

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.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Big Johns for $3,599.00 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.

ATTACHMENTS
Council Bill No. 2018- 350, Photograph of Property, Bid Tabulation

CLOSING DATE:	14-Dec-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	315 E. Markwardt St.

COMPANY	BIDS
B & D Yardbuilders	$3,308.00
Big John's Heavy Equipment	$2,900.00
Jordan Disposal	NO BID
Nelson's Enterprises	NO BID
Camcor	$3,750.00


COUNCIL BILL 2019-351
315 E. 13TH St.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 351, Building Regulations

MEETING DATE
January 7, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Big Johns to remove the structures, and any remaining debris including foundation and footings 315 E. Markwardt St. (315 E. 13TH St.)

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 18, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 30, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on December 14, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Camcor	$5,750.00
B & D Yardbuilders	$3,308.00
Big Johns	$2,900.00

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.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Big Johns for $2,900.00 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.

ATTACHMENTS
Council Bill No. 2018- 350, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019–351 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 315 E. Markwardt St (315 E. 13TH St.). in the City of Joplin, Missouri, for Two Thousand Nine Hundred and 00/100 Dollars ($2,900.00); 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 Big Johns in the amount of Two Thousand Nine Hundred and 00/100 Dollars ($2,900.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 315 E. Markwardt St. (315 E. 13TH 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 315 E. Markwardt St. (315 E. 13TH St.) and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED TWENTY-ONE (121) IN JC COX JR. 4TH 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 is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a 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 hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

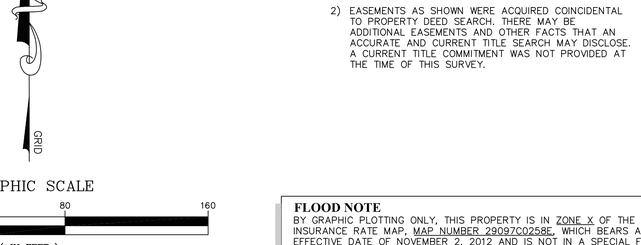
APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

FINAL PLAT OF STANDEFORD-RUSSOW SUBDIVISION
BEING A RE-PLAT OF LOTS 31-33 AND LOTS 40-42 OF WANOKA HIGHLANDS IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI





LOCATION SKETCH
SECTION 17
T 27 N, R 33 W
SCALE: 1"=2000'

LEGEND
- FND IP FOUND IRON PIN
- SET IP SET IRON PIN
- PROPERTY LINE
- EASEMENT LINE
- ORIGINAL LOT LINE
- SECTION LINE

GRID

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

NOTES
1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.
2) EASEMENTS AS SHOWN WERE ACQUIRED COINCIDENTAL TO PROPERTY DEED SEARCH. THERE MAY BE ADDITIONAL EASEMENTS AND OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. A CURRENT TITLE COMMITMENT WAS NOT PROVIDED AT THE TIME OF THIS SURVEY.

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 29097C0258E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

CITY APPROVAL
THIS PLAT OF STANDEFORD-RUSSOW SUBDIVISION, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE_____DAY OF_____ _____, 20____, OF JOPLIN, MISSOURI,

_____
GARY SHAW
MAYOR

ATTEST: _____ _____
BARBARA GOLLHOFER, CITY CLERK — DAVID HERTZBERG, PE, PUBLIC WORKS DIRECTOR

CERTIFICATE OF RECORDING
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, CHARLOTTE PICKERING, RECORDER OF JASPER COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED ON THE _____DAY OF_____ ____, 20____ A.D. _____ O'CLOCK _____MIN. _____M. DULY FOR RECORD AND IS RECORDED IN THIS OFFICE IN PLAT BOOK _____AT PAGE _____ IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT CARTHAGE, MISSOURI, THIS ____ DAY OF _____ 20____,

_____ _____
CHARLOTTE PICKERING, RECORDER — DEPUTY

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHEREOF, I, JOEL STANDEFORD AND I, JESSE RUSSOW HAVE HEREUNTO SET OUR HANDS, THIS_____ DAY OF_____, 20____.

_____
JOEL STANDEFORD

_____
JESSE RUSSOW

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20_____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME JOEL STANDEFOR AND JESSE RUSSOW TO ME PERSONALLY KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

DEED DESCRIPTION
ALL OF LOTS NUMBERED THIRTY-ONE (31), THIRTY-TWO (32), THIRTY-THREE (33), FORTY (40), FORTY-ONE (41), AND FORTY-TWO (42) IN WANOKA HIGHLANDS, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

CERTIFICATE OF PLANNING AND ZONING COMMISSION
THIS PLAT OF STANDEFORD-RUSSOW SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ _____ 20____.

_____
KENT EASTMAN
CHAIRMAN

SUBDIVISION INFORMATION
TOTAL ACRES:	4.56±
ACREAGE DEDICATED STREETS:	NONE
MINIMUM LOT SIZE:	9,800± SQ. FT.
MAXIMUM LOT SIZE:	15,330± SQ. FT.
AVERAGE LOT SIZE:	12,250± SQ. FT.
TOTAL NO OF LOTS:	17
CURRENT ZONING:	R-1
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
SUBMITTAL DATE:	
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BOOK 2469, PAGE 14
PRELIMINARY APPROVAL:	
ACCURACY STANDARD:	URBAN

ZONING INFORMATION
SUBJECT PROPERTY IS ZONED R-1 (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 15'
REAR: 25'

SOURCE OF DEED
JOEL STANDEFORD & JESSE RUSSOW
BOOK 2469, PAGE 0014

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, GREGORY B. BOWERS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE NOVEMBER 1, 2018
ANDERSON ENGINEERING, INC. L.C. 62
by

FOR REVIEW

_____ 11-1-18
GREGORY B. BOWERS, MO P.L.S. NO. 2672 — DATE

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
WAYNE STEPHENSON, P.E.
GREGORY B. BOWERS, P.L.S.

DEVELOPER AND OWNER
JOEL STANDEFORD & JESSE RUSSOW
3375 E HOKE DRIVE
SPRINGFIELD MO 65804

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS | SURVEYORS | LABORATORIES | DRILLING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: RW DATE: 11-1-18
DRAWN: SLM FIELD BK:
CHECKED: JLH JOB NO:18JO10053

JOP 100-4976
SHT. 1 OF 1 REV. ___

CB 2019-250

Case 041-18: Final Plat review- a request to review the preliminary plat of the Standeford-Russow Subdivision located at the northwest corner of Schifferdecker Avenue and 24th Street – Joel Standeford.

Wayne Stevenson, 811 E 3rd Street, Joplin, MO. The tract of land will be split into 17 individual lots. The streets are in place, there is a minor sewer main extension, we have submitted plans to serve the south lots. The lots are proposed as R-1 (Single Family Residential). The access will be from both 23rd and 24th Streets, and one home will be on Schifferdecker Ave. There is some stormwater management between the middle of the lots. We will meet all required setbacks for R-1 lots.

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH TO APPROVE CASE 041-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 10, 2018
City Council Meeting: January 7, 2019

STAFF PLANNING REPORT
Final Plat

CASE 041-18 Final Plat review

NAME OF SUBDIVISION Standeford-Russow

LOCATION: Northwest corner of Schifferdecker Avenue and 24th Street

APPLICANT: Joel Standeford & Jesse Russow

PRESENT ZONING: R-1, Single Family Residential District

PRESENT LAND USE: Residential

SITE CONTEXT:

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

SUBDIVISION:

Number of lots
17

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Schifferdecker Avenue	Arterial	80’
Mina Avenue	Local	60’
23rd Street	Local	50’
24th Street	Local	50’

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

No.

UTILITIES A new sewer extension will be added to service any new development.

FLOOD PLAIN N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION

The final plat approval is for the Standeford-Russow addition. This addition will be seventeen lots zoned Single-Family Residential (R1) at the Northwest corner of Schifferdecker Avenue and 24th Street. The Final Plat requires City Council approval.

The tract of land where this proposed subdivision will be, is approximately 4.5 acres and is mostly undeveloped. There are several structures on the northeast corner of the parcel that have access onto Schifferdecker Avenue. The Plat shows one lot with access onto Schifferedecker Avenue; the access would be located about 60 feet south of the existing drive access. All other lots will either have access from 23rd Street on the north or from 24th Street on the south.

All required building setbacks have been shown on the plat. Two of the lots will be 79 feet wide, and the rest will be 70 feet wide. Ten of the lots will be 175 feet long; four lots will be 140 feet long; and one lot will be 219 feet long. Ten of the lots will be approximately 12,250 square feet; four lots will be 9,800 square feet; two lots will be 10,860 square feet; and one lot will be 15,330 square feet.

The plat shows a 70-foot storm water access easement through the center of the tract, going east to west. There will also be a 10-foot utility easement on the outside edge of the entire tract. This plat meets all requirements of the Joplin subdivision regulations.

Staff recommends approval of Case 041-18.

ENCLOSURES:

Final Plat

RECEIVED
11-2-18

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 041-18
Date Filed: _____
Date of Meeting: 12-10-18
Fee: _____

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Stadeford - Russow Subdivision

II. Name of Owner: Joel Stadeford & Jesse Russow

III. Name of Subdivider: Joel Stadeford & Jesse Russow

IV. Name of Person who prepared the Plat: Gregory Bowers

V. Date of Hearing: _____

VI. Location of Property by Streets: Schifferdecker between 23rd & 24th Street

VII. Present Zoning of Property R1

VIII. Present Uses of Property Residential

IX. No. of Acres in Total Tract 4.56 No. of Lots 17

Instructions:

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☐

B. Dedications or reservations. ☐ ☐

C. Surveyor preparing plat. ☐ ☐

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

XIII. Deed Restrictions:

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

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

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

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

XV. Are additional comments attached? ☐ ☒



Case 041-18: A parcel of land on the northwest corner of Schifferdecker Avenue and 24th Street -- A request to review the final plat of the Standeford-Russow Subdivision -- Joel Standeford

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-250 – Final Plat Review, Standeford-Russow Subdivision.

MEETING DATE:
January 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 041-18: Final plat review – a request to review the preliminary plat of the Standeford-Russow Subdivision located at the northwest corner of Schifferdecker Avenue and 24th Street – Joel Standeford

BACKGROUND:
The final plat approval is for the Standeford-Russow Subdivision. This will contain seventeen lots zoned Single-Family Residential (R1) at the Northwest corner of Schifferdecker Avenue and 24th Street.

PLANNING & ZONING COMMISSION TESTIMONY:
The Plat shows one lot with access onto Schifferdecker Avenue; the access would be located about 60 feet south of the existing drive access. All other lots will either have access from 23rd Street on the north or from 24th Street on the south.

Two of the lots will be 79 feet wide, and the rest will be 70 feet wide. Ten of the lots will be 175 feet long; four lots will be 140 feet long; and one lot will be 219 feet long. Ten of the lots will be approximately 12,250 square feet; four lots will be 9,800 square feet; two lots will be 10,860 square feet; and one lot will be 15,330 square feet.

PUBLIC COMMENT:
Wayne Stevenson, 811 E 3rd Street, Joplin, MO. The tract of land will be split into 17 individual lots. The streets are in place, there is a minor sewer main extension, we have submitted plans to serve the south lots. The lots are proposed as R-1 (Single Family Residential). The access will be from both 23rd and 24th Streets, and one home will be on Schifferdecker Ave. There is some stormwater management between the middle of the lots. We will meet all required setbacks for R-1 lots.

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

RECOMMENDATION:
Staff recommends approval of Case 041-18.

ATTACHMENTS:
CB 2019-250, Planning Report, Commission Minutes

P & Z Case 041-18
Joel Standeford & Jesse Russow
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-250 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of Standeford-Russow located at the northwest corner of Schifferdecker Avenue and 24th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Standeford-Russow located at the northwest Corner of Schifferdecker Avenue and 24th Street in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

ALL OF LOTS NUMBERED THIRTY-ONE (31), THIRTY-TWO (32), THIRTY-THREE (33), FORTY (40), FORTY-ONE (41), AND FORTY-TWO (42) IN WANOKA HIGHLANDS, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES

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

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

BYLAWS

OF

THE JOPLIN YOUTH COUNCIL

ARTICLE I

Membership

Section 1 – Representation. A total of no more than eleven (11) members will serve on the Joplin Youth Council. The Joplin Youth Council shall seek in its membership a diverse representation reflecting the community.

Section 2 – Membership Qualifications. All members must live within the city limits of Joplin and must be between the grades of 10 to 12. Members shall have at least a 2.25 GPA.

Section 3 – Term Limits. Terms shall be for one year, or until the student transfers or graduates from high school. Members may re-apply every year provided they remain within the grade limits of the membership qualifications.

Section 4 – Application Process. Members of the Joplin Youth Council shall be chosen through an application process. Interested parties shall complete a simple application form.

Section 5 – Appointment of Members. The Joplin City Council shall review the applications and select members of the Joplin Youth Council.

Section 6 – Conduct. Each member of the Joplin Youth Council must conduct themselves in a positive, friendly, and law-abiding manner at all times. There will be no smoking, drinking alcoholic beverages, or using illegal drugs by any member of the Youth Council. Such behavior will not be tolerated and is ground for dismissal from the Youth Council.

ARTICLE II

Offices

Section 1 – Offices. The City Clerk, or their designee, shall serve as temporary chair for purposes of presiding over the election of the Joplin Youth Council Chairperson. The Joplin Youth Council shall elect from its members a Chairperson, Vice-Chairperson, and Secretary. The candidate receiving a majority vote of the Joplin Youth Council members is elected.

Section 2 – Officer Duties. The duties of the officers shall be as follows:

a. The Chairperson shall preside at the meetings of the Joplin Youth Council and shall be charged with the administration of the affairs of the Youth Council with assistance from the Office of the City Clerk. The Chairperson shall perform such other duties as provided by these by-laws or by rule of the Joplin City Council.

b. The duties of the Vice-Chair shall be to perform the duties and exercise the power of the Chair during the absence of the Chair.

c. The Secretary shall determine a quorum for the meeting and report back to the City Clerk. The Secretary shall conduct the roll call at the start of the meeting. The Secretary shall preside at the meetings of the Joplin Youth Council and perform the duties and exercise the power of the Chair during the absence of both the Chair and the Vice-Chair.

Section 3 – Election of Officers. The officers of the Youth Council shall be elected annually. The officers of the Youth Council shall be elected by a majority vote of the voting members present.

Section 4 – Term of Officers. The term of all offices provided for in Section one hereof shall be for one year; however that all officers shall continue to hold office until their successors are elected. Officers of the Joplin Youth Council shall be elected at the first Youth Council meeting held in October of each calendar year.

Section 5 – Vacancies of Officers. Should a vacancy occur in an office of the Joplin Youth Council by resignation, removal or by some other reason, the office shall be filled by an election for the vacant office at the next regular meeting of the Joplin Youth Council.

ARTICLE III

Meetings

Section 1 – Regular Meetings. Regular meetings of the Joplin Youth Council shall be held once a month on the fourth Thursday of the month, between the hours of 4:00 p.m. to 5:30 p.m. The principal meeting place of the Youth Council shall be at Joplin City Hall. *Robert's Rules of Order* shall govern the proceedings of the Youth Council in all cases to which they are applicable, and in which they are not inconsistent with these by-laws. Matters for consideration by the Youth Council shall be presented only at Youth Council meetings. Before convening a meeting of the Youth Council, the Chairperson of the Youth Council shall inform the Office the City Clerk of the subject matter of the meeting. The Office of the City Clerk shall give public notice of the meeting in accordance with the requirements of the Missouri Open Meetings Law. This notice shall include posting on the City of Joplin's official website.

Section 2 – Special Meetings. Special meetings may be called upon the request of the Chairperson. Request for special meetings shall be sent via electronic mail, or by telephone, to the office of the City Clerk at least 48 hours before the time of the meeting. This request shall include the reason or reasons for requesting the special meeting. The Office of the City Clerk shall notify every member of the Youth Council via electronic mail or by telephone. No subjects other than those stated in the notice shall be considered at the special meeting.

Section 3 – Open Meetings. All meetings of the Joplin Youth Council shall be open to the public and be subject to all requirements of the Missouri's Open Meeting Law.

Section 4 – Quorum. The presence of the majority of the entire membership of the Joplin Youth Council shall constitute a quorum for a meeting of the Youth Council. A quorum is necessary to transact official business at any meeting.

Section 5 – Voting. The affirmative vote of a majority of the members present shall be necessary to adopt a recommendation to be forwarded to the Joplin City Council for review and/or possible action.

Section 6 – Order of Business. The Chairperson of the Youth Council shall, when present, call the members of the Youth Council to order. Before proceedings to business, the roll of the members shall be called, and the names of those present (and absent) entered in the minutes. If a quorum is present, the order of business shall be:

a. Pledge of allegiance
b. Approval of the minutes of the previous meeting.
c. Unfinished business.
d. Matters for consideration.
e. Announcements.
f. Adjournment.

Section 7 – Recordings of Meetings. The proceedings of the Youth Council shall be recorded by the City Clerk. Records shall be preserved in accordance with the record retention schedule established by the Office of the City Clerk.

Section 8 – Conduct of Members. No member of the Youth Council shall interfere with the orderly progress of the meeting by leaving his or her seat or engaging in unnecessary conversation. Any member guilty of any unprofessional conduct shall be reported to the Joplin City Council.

Section 9 – Attendance. Attendance at regular Youth Council meetings is expected from all members. If a member cannot attend due to sickness or for a duly authorized reason, the member shall notify the Office of the City Clerk who shall notify the Chair of the Joplin Youth Council. Any member who fails to appear and answer to his or her name when the roll is called at any regular meeting or special meeting shall be recorded as absent (excused or unexcused). Any member of the Joplin Youth Council who missed three consecutive meetings (excused or unexcused) shall be reported to the Joplin City Council.

ARTICLE IV

Reports

Section 1 – Annual Report to the Joplin City Council. The Chairperson or his or her designee shall make a report to the Joplin City Council of the activities and business of the Youth Council at least once each calendar year.

ARTICLE V

Role of the Joplin City Council

Section 1 – Role of City Council. The Joplin City Council shall receive recommendations from the Joplin Youth Council to assist them in carrying out their duties. The

City Council shall communicate issues to the Joplin Youth Council so they may respond accordingly.

ARTICLE VI

By-Laws and Amendments

Section 1 – By-Laws and Amendments. The by-laws of the Youth Council shall be reviewed once each year. The bylaws may be amended at a regular stated meeting provided two-thirds of the members of the Youth Council approve the amendment in a roll call vote; providing further that the amendment is part of the agenda for the meeting and the membership has been notified in writing. By-laws and amendments must be approved by the Joplin City Council in order to take effect.

COUNCIL BILL NO. 2019-600 ORDINANCE NO.

AN ORDINANCE amending Chapter 2, Administration, Article IV, Boards and Commissions, by enacting a new Division 3, City Youth Council.

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

Section 1. That a new Chapter 2, Administration, Article IV, Boards and Commissions, Division 3, City Youth Council, is enacted as follows:

"DIVISION 3. CITY YOUTH COUNCIL

Sec. 2-160. Creation.

There is created a board to be known as the city youth council, which shall consist of eleven members. The members will be city residents who are actively enrolled in a public or private high school in grades 10 through 12. The members shall be appointed by the city council and each member appointed shall serve a term of two years, unless grade 12 is completed during the term, at which time the position shall be declared vacant. Of the nine initial members appointed to the first board, five shall serve for a term of two years and four shall serve for a term of one year. The term of the members of the city youth council will expire and be appointed in May of each year.

Sec. 2-161. Election of officers.

The city youth council shall elect a chairman to conduct meetings and a vice-chairman to conduct meetings in the absence of the chairman. Elections shall be held at the first regular meeting after annual appointments are made by the city council.

Sec. 2-162. Vacancies.

Irregular vacancies on the city youth council shall be filled as they occur and regular vacancies shall be filled by appointment in May of each year.

Sec. 2-163. Meetings; records.

The city youth council shall hold at least one regular meeting per quarter, with option to meet more often as needed or desired. Public record of such meetings shall be kept by the office of the city clerk. All meetings shall be public under the Missouri Sunshine Law.

Sec. 2-164. Absences from meetings.

Absences from three consecutive regular meetings of the city youth council shall cause a member to be removed from their seat, unless such absence is excused by a majority vote of the board, with such excuse duly entered upon its minutes.

Sec. 2-165. Duties and responsibilities.

The city youth council shall have the duty and responsibility to:

(1) Evaluate and review problems facing youth in the city.

(2) Facilitate neighborhood meetings with youth to discuss problems, needs, and suggested improvements for our community.

(3) Meet regularly with the mayor and city council to share ideas and discuss issues, concerns, and needed improvements.

(4) Attend city council meetings and participate in vision and goal sessions.

(5) Present recommended improvements to the city council of public projects and programs.

(6) Assist in planning youth/recreation activities.

(7) Evaluate and advise the city council on issues forwarded to the city youth council for advice.

Secs 2-166--2-170. Reserved."

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-600 – establishing the Joplin Youth Council as an official advisory board to the Joplin City Council.

MEETING DATE
January 7, 2019

ORIGINATING DEPT
City Manager

ATTACHMENTS
CB 2019-600 Ordinance; Joplin Youth Council Bylaws

REVIEWED BY
City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill officially creates the Joplin Youth Council (JYC) and outlines the procedures for selection and operation. The JYC will consist of eleven members selected from public and private high schools in the City of Joplin and will serve as an advisory board to the City Council.

BACKGROUND
In July 2018 Van Johnson from the National League of Cities (NLC) presented to the Joplin City Council about creating a Youth Council. Councilmembers and City staff expressed an interest in pursuing the idea and created a committee made up of staff, Councilmembers Stanley and Colbert-Kean, and representatives from Joplin public and private schools. The committee met in October and has been working to develop the JYC to begin in the 2019-2020 school year.

This is the ordinance required to adopt the JYC as an official advisory board to the Joplin City Council. The attached bylaws outline the formation and operation of the JYC.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval of this Council Bill.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-027 – authorizing the City of Joplin to amend the Memorandum of Understanding and Agreement with Connect2Culture previously approved as Ordinance 2017-149 for the purpose of extending timeframes.

MEETING DATE
December 17, 2018

REVIEWED BY
Peter Edwards, City Attorney; Sam Anselm, City Manager.

SUMMARY
This Council Bill approves an amendment to the Memorandum of Understanding and Agreement with Connect2Culture previously approved as Ordinance 2017-149 for the purpose of extending timeframes.

BACKGROUND
Council approved a Memorandum of Understanding and Agreement with Connect2Culture via Ordinance 2017-149 on October 2, 2017.

The agreement specified that the City would obtain ownership to certain real estate from the State of Missouri no later than July 1, 2018. The City has performed all of its obligations to the State of Missouri under the Land Swap Letter of Intent Agreement between the State and City, and the City is waiting on the State to execute a Deed to its real estate to complete the land swap. The amendment extends this timeframe to April 1, 2019.

The agreement also stated that Connect2Culture would initiate a private Capital Campaign as soon as possible with culmination of that campaign no later than November 30, 2018. The amendment extends this timeframe to June 1, 2019.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading and advancement to second and third reading.

ATTACHMENTS
Council Bill 2018-027
Exhibit “A” - Amendment
Ordinance 2017-149

Exhibit "A"

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This First Amendment to Memorandum of Understanding and Agreement ("Agreement") is made and entered into this ____ day of January, 2019, by and between the City of Joplin, Missouri, a Municipal Corporation (hereinafter "City") and Connect2Culture, a Missouri Non-For-Profit Corporation (hereinafter "Connect2Culture"), with the City and Connect2Culture being referred to collectively as the "parties."

WHEREAS, City and Connect2Culture entered into a Memorandum of Understanding and Agreement effective October 2, 2017, whereby City agreed to obtain ownership of certain real estate described on Exhibit A no later than July 1, 2018; and

WHEREAS, Connect2Culture agreed to initiate a private Capital Campaign as soon as possible with culmination of that campaign no later than November 30, 2018; and

WHEREAS, the parties desire to extend these timeframes.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and other good and valuable consideration, the parties do hereby agree as follows:

1. The Agreement is hereby amended to provide that the date for City to obtain ownership of certain real estate escribed on Exhibit A under Section 4 subparagraphs b and e shall be April 1, 2019, and this date may be extended by the City in the event an extension is needed. The parties acknowledge that City has performed all of its obligations to the State of Missouri under the Land Swap Letter of Intent Agreement between the State and City, and that the City is merely waiting on the State to execute a Deed to its real estate to complete the land swap.

2. The Agreement is hereby amended to provide that the date for Connect2Culture to culminate its private Capital Campaign under Section 4 subparagraph d shall be June 1, 2019.

3. All other terms, conditions and requirements of the Memorandum of Understanding and Agreement shall remain in full force and effect, except as modified by this Amendment.

4. This document may be signed in separate counterparts by the parties and the signed counterparts, taken together, shall be deemed to constitute an executed original of this document.

CITY OF JOPLIN:	**CONNECT2CULTURE:**
By:_____	By:_____
Name:_____	Name:_____

Title:_____ Title:_____

Date:_____ Date:_____

COUNCIL BILL NO. 2018-027 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to amend the Memorandum of Understanding and Agreement with Connect2Culture previously approved as Ordinance 2017-149 for the purpose of extending timeframes and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Amendment to the Memorandum of Understanding and Agreement by and between the City of Joplin and Connect2Culture previously approved as Ordinance 2017-149, a true and accurate copy of said Amendment being attached hereto and incorporated as "Exhibit "A," be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 201___.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 040-18; 2922 E 22nd Street – A request for a Site Plan Review to construct a parking lot – Foundation 13, LLC.

Carry Schreck, 3064 Coyote Drive, Joplin, MO. The request for the parking lot has been submitted. The west side of the previous property. Currently putting a Smoothie King restaurant in part of that building and another tenant tentatively has signed for the other half of the building, which will require us to have additional parking. The lots were zoned commercial, the plat was submitted.

Mr. Ramsour wanted to know if the new tenant's entrance would be on the west side of the building.

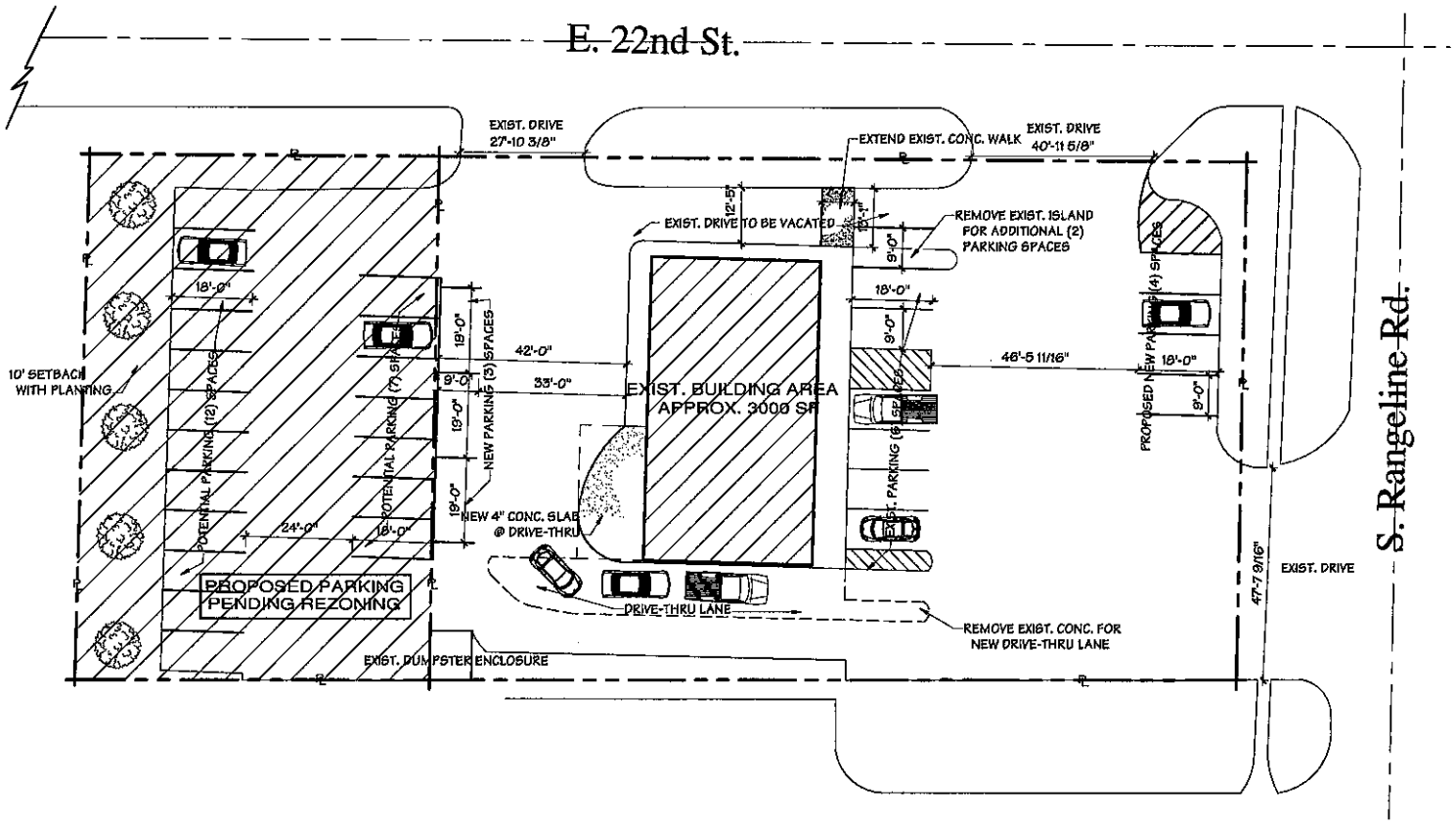
Mr. Schreck stated that the entry way shown on the plat will be from the east. There will not be a west entrance.

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

Mrs. Steel asked about the lots to the left?

Mr. Schreck stated they owned the three consecutive lots but will only be developing one lot at this time.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 040-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).



Site Plan

SCALE: 1" = 20'-0"

REQUIRED PARKING SPACES = 15
EXIST. PARKING SPACES = 7
(9) NEW PARKING SPACES SHOWN

NORTH

Z&P Meeting: December 10, 2018
City Council Meeting: January 7, 2019

STAFF PLANNING REPORT
Site Plan

CASE 040-18 Site Plan Review

NAME OF SITE PLAN Foundation 13 Parking Lot

LOCATION: 2922 E. 22nd Street

APPLICANT: Foundation 13, LLC.

PRESENT ZONING: Neighborhood Commercial Planned Overlay District (C1-PD)

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C1-PD	C3	C3	C1-PD
Land Use	Vacant	Commercial	Commercial	Residential

SUBDIVISION/TRACT:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
22nd Street	Collector	50’

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

No.

UTILITIES

Utilities are located on site and have sufficient capacity to serve this proposed development.

FLOOD PLAIN

N/A

DISCUSSION

Foundation 13, LLC. is requesting to add additional parking for the commercial property located on Range Line Road, immediately east of the proposed parking lot. There are currently only 10 parking spaces and the proposed parking lot would add 19 spaces to the west. The property's current parking lot is ADA compliant and will continue to be so with the new addition.

Although the property to the east is zoned C-3 (Commercial), the proposed parking lot is zoned C1-PD (Neighborhood Commercial Planned District). Parking lots are permitted by right in Neighborhood Commercial districts. However, lots with a Planned District designation require a Site Plan Review before any development may occur there.

Although Foundation 13, LLC. also owns the two lots to the west, they have elected to have a 10-foot setback with landscaping, on the west side of the parking lot. This lot does not abut any residential areas, but there are some nearby duplexes to the southwest. The applicant has agreed to ensure there will be no light diffusion onto the nearby duplexes.

Staff has reviewed the proposed site plan and determined that it meets the Planned Corridor District requirements of the Comprehensive Plan.

Staff recommends approval of Case 040-18.

ENCLOSURES:

Site Plan

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: 040-18
Filing: $500.00
Date Advertised: 11-30-18
Date Notices Sent: 11-27-18
Public Hearing Date: 12-10-18

I. **Name of Project:** Foundation 13 - Parking Lot

II. **Location of Project:** 2914 E 22nd, 2920 E 22nd, 2922 E 22nd St.

III. **Name of Owner:** Foundation 13, LLC - Brice Martin, member/mgr.

IV. **Name of Person who Prepared the Site Plan:** Brice Martin

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.

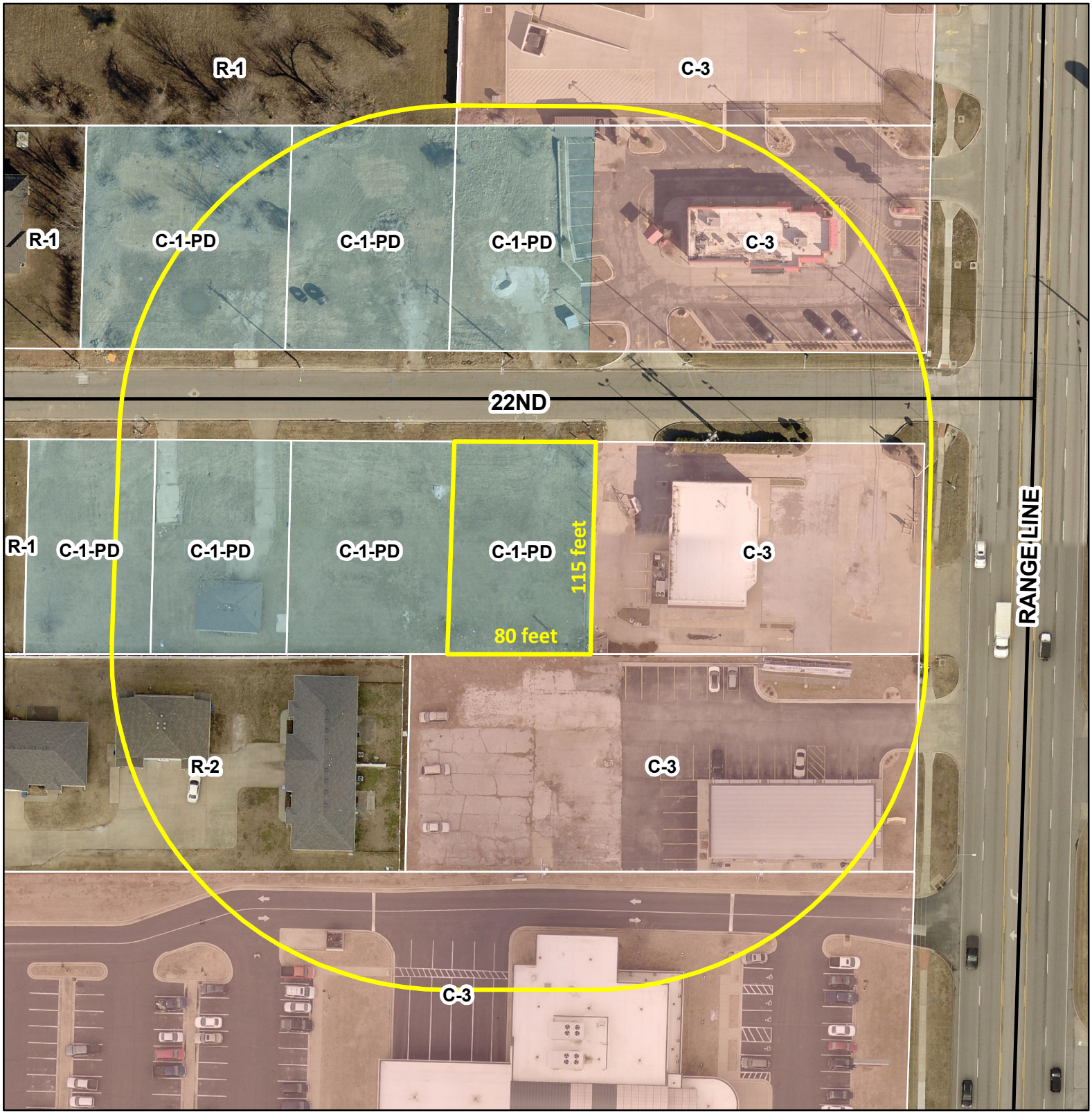
Does the Site Plan comply with or show the following?		Yes	No
A.	Name of the project, address, boundaries, date, north arrow and scale of the plan.	X	
B.	Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	X	
C.	Name and address of all owners of record of abutting parcels.	X	
D.	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	X	
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.	X	
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.	X	
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.		
H.	The location, height, size, materials, and design of all proposed signage.	X	
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.	X	
J.	The location of all existing and proposed utility systems including:		
	1. sewer lines and manholes;	X	
	2. water lines and fire hydrants;	X	
	3. telephone, cable and electrical systems; and	X	
	4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales.	X	
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.	X	
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.	X	
M.	Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan.	X	
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.	X	
	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	X	
	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.	X	
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.;	X	
	2. Maximum number of employees;	X	
	3. Maximum seating capacity, where applicable;	X	
	4. Number of parking spaces existing and required for the intended use; and	X	
	5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required.	X	

SIGNATURE: _____ DATE: 10/31/18

BY: TITLE: BRUCE E MARTIN



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Case 040-18: 2920 E. 22nd Street -- A request for a Site Plan Review to construct a parking lot -- Foundation 13, LLC.

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Site Plan Review - 2920 E 22nd Street.

MEETING DATE:
January 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 040-18: 2920 E 22nd Street – A request for a Site Plan Review to construct a parking lot – Foundation 13, LLC.

BACKGROUND:
Foundation 13, LLC. is requesting to add additional parking for the commercial property located on Range Line Road, immediately east of the proposed parking lot. There are currently only 10 parking spaces and the proposed parking lot would add 19 spaces to the west. The property's current parking lot is ADA compliant and will continue to be so with the new addition.

Although Foundation 13, LLC. also owns the two lots to the west, they have elected to have a 10-foot setback with landscaping, on the west side of the parking lot. This lot does not abut any residential areas, but there are some nearby duplexes to the southwest. The applicant has agreed to ensure there will be no light diffusion onto the nearby duplexes.

Staff recommends approval of Case 040-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Carry Schreck, 3064 Coyote Drive, Joplin, MO. The request for the parking lot has been submitted. The west side of the previous property. Currently putting a Smoothie King restaurant in part of that building and another tenant tentatively has signed for the other half of the building, which will require us to have additional parking. The lots were zoned commercial, the plat was submitted.

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Mr. Schreck stated that the entry way shown on the plat will be from the east. There will not be a west entrance.

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

Mrs. Steel asked about the lots to the left?

Mr. Schreck stated they owned the three consecutive lots but will only be developing one lot at this time.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 040-18.

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes, Copy of Site Plan