COUNCIL AGENDA
Monday, March 5, 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**

   1. Police Chief Stewart To Give An Update On 2017 Activities.

6. **Citizen Requests And Petitions**

   1. Tom Rogers, 3517 Hackberry Lane, Joplin MO, Would Like To Address The Council Regarding Odors In The City And Surrounding Suburbs. Feedback To The Be Provided Via Petition From Residents And City Visitors.

   2. Greg Huff, 115 S. Sergeant Ave. Joplin, MO, Would Like To Address The Council Regarding Backyard Poultry Ordinances.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. RESOLUTION NO. 2018-007
      A RESOLUTION granting a Special Use Permit (1st Request) for the expansion of a parking lot
      from 8 spaces to 14 spaces, in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2018-007 MINUTES.PDF
      RS 2018-007 STAFF REPORT.PDF
      RS 2018-007 SUMMARY.PDF
      RS 2018-007.PDF

8. **Consent Agenda**

   1. Minutes Of The February 20, 2018 City Council Meeting

      Documents:

      FEB 20 2018.PDF

   2. COUNCIL BILL NO. 2018-405
      AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on

behalf of the City.

Documents:

CB2018-405.PDF

3. COUNCIL BILL NO. 2018-600
AN ORDINANCE: Approving the job descriptions for Concessions Coordinator, Athletic Coordinator and Golf Lead Cashier and the placement of the positions within the Salary Administration Plan for the City of Joplin.

Documents:

CB2018-600.PDF

4. COUNCIL BILL NO. 2018-601
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

CB2018-601.PDF

5. COUNCIL BILL NO. 2018-602
AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district

Documents:

CB2018-602.PDF

9. Resolutions

1. RESOLUTION NO. 2018-005
A RESOLUTION declaring that the unlawful distribution of prescription controlled substances has created a public nuisance and a serious public health and safety crisis for the citizens of Joplin, Missouri; and authorizing the City to join in a class action lawsuit against opioid manufacturers

Documents:

OPIOID CONTRACT W-JOPLIN CITY PCE EDITS RES 2018-005.PDF
RS.2018-005.PDF

2. RESOLUTION NO. 2018-006
This Resolution allows for the Police Department to apply for three (3) grants through MODOT for the enforcement of DWI laws, as well as training and equipment to further our effort in reducing DWI crashes, as well as reducing crashes involving hazardous moving violations.

Documents:

RS2018-006_ MODOT GRANTS.PDF
RESOLUTION NO 2018-006_MODOT GRANTS.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-107

AN ORDINANCE authorizing the City of Joplin to enter into a supplemental Transportation Alternative Funds Program Agreement (TAP 3205-704) with the Missouri Highways and Transportation Commission for the construction of the St. John's Blvd. Trail project in the City of Joplin; authorizing the City Manager or his designee to execute said supplemental agreement for and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018 107 ST. JOHNS TRAIL COUNCIL BILL.PDF
ST. JOHNS TRAIL SUPPLEMENTAL AGREEMENT.PDF
CB 2018- 107 SUMMARY SHEET.PDF

2. COUNCIL BILL NO. 2018-504
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

Documents:

CB 2018-504 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2018-504 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2018-504 SCHEDULE A BUDGET AMENDMENT MAR 5 2018.PDF

3. COUNCIL BILL NO. 2018-603
An ordinance authorizing the acceptance of an agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services at the Joplin Regional Airport; and containing and emergency clause.

Documents:

MODOT ATC AGREEMENT 2018.PDF
CB 2018-603 MODOT ATC AGREEMENT.PDF
2018 ATC GRANT AGREEMENT.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. 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.

RS 2018-007

Case 004-18: 1901 New Hampshire – A request (1ST request) from Express Employment Professionals for a Special Use Permit to expand the existing parking lot from 8 spaces to 14 spaces – Express Employment Professionals.

Mr. Whitmore stated that the parking lot currently being use is located directly north of their facility and wanting to expand that to 14 spaces.

Mr. Duncan asked if there were any questions from the Commission?

Mr. Ramsour wanted to know why the last few special use permits come before us as a permanent special use permit rather than a shorter period.

Mr. Whitmore stated that the last few that we had were in the standards for parking lots on making them permanent. The previous was made permanent due to the development purposes.

Mr. Duncan asked if there was anyone else to speak in favor of this case?

Wayne Stevenson, Anderson Engineering, 302 S. Sergeant Ave, Joplin, MO. We are the Engineers for the project.

Mr. Cortez wanted to know if the work that is being done on 20th Street directly east of that building have anything to do with this parking lot.

Mr. Stevenson stated that it did not. The bridge does start there at New Hampshire. New sidewalks are going on the side of it along 20th Street.

Mr. Cortez mention that right next to the building there directly north of the proposed parking lot there is dirt being moved. Is that for another building or it is connected to this project?

Mr. Stevenson stated it was a parking lot for Express but is zoned commercial. Everything on that was correct, just a last minute that we notice the lot behind that is already a parking lot was zoned incorrectly. This is the fast route to get him.

Mr. Ramsour asked if they anticipate the property to be rezoned in the future?

Mr. Bolander gave some history on the property. The first Special Use Permit for the parking lot was issued back in 2012, after the tornado. At that time this land was transitioning to commercial. You have the new homes located to the north along 19th Street. There was some hesitancy to rezone that far north. They thought at that time a Special Use Permit would be more appropriate. It just allows that type of commercial use and nothing else.

Ms. Koelkebeck had a question about the drawing. Will the proposed trees per Joplin tree list are they required if the Special Use Permit is approved?

Mr. Bolander stated that there is certain amount of spaces that require trees. They are not to that point yet.

Ms. Koelkebeck stated that this lot will not be required to have trees.

Mr. Bolander stated that was correct.

Mr. Duncan asked if there were any other questions from the Commissioners? There were not. He also asked if there was anyone else who would like to speak in favor of this case?

Brian Egglston, American Construction, 329 N. Main, Joplin, MO. American Construction is the contracting company for this project. He is very much in favor of this case. The east side that is going on now and hopefully if this passes we can expand his parking lot into the north lot.

Mr. Duncan wanted to know if the parking lot was going to be asphalted.

Mr. Egglston stated it was going to be concrete. If it was desire for the trees or some kind of a buffer the owner will be more willing to provide that buffer.

Mr. Cortez asked if American Construction was going to put up the fence not the duplexes?

Mr. Egglston state that was correct, on the east side of the north lot. He was informed that there had to be a fence barrier there.

Mr. Duncan asked if there was anyone else to speak in favor of this case? (There were not.)

Mr. Duncan asked if there was anyone else to speak against this case? (There were not.)

Mr. Duncan Closed the Public Hearing.

MS. KOELKEBECK MOVED, SECONDED BY MR. CORTEZ TO APPROVE CASE 004-18, SPECIAL USE PERMIT (1ST REQUEST) WITH CONDITIONS BE FORWARDED TO THE CITY COUNCIL WITH REMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MS. KOELKEBECK, MS. BRUCKNER-SEARS, AND MS. STEELE VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: February 12, 2018
City Council Meeting: March 5, 2018

STAFF PLANNING REPORT
Special Use Permit

CASE 004-18 A request for a Special Use Permit (1st Request) for the expansion of a parking lot from 8 spaces to 14 spaces.

LOCATION 1901 New Hampshire

APPLICANT Express Employment Professionals

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Parking Lot	0.23 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-1	C-0	R-1
Land Use	Two-Family Residential	Single-Family Residential	Joplin Supply	Single-Family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
New Hampshire Avenue	Secondary	60’
19th Street	Secondary	50’

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

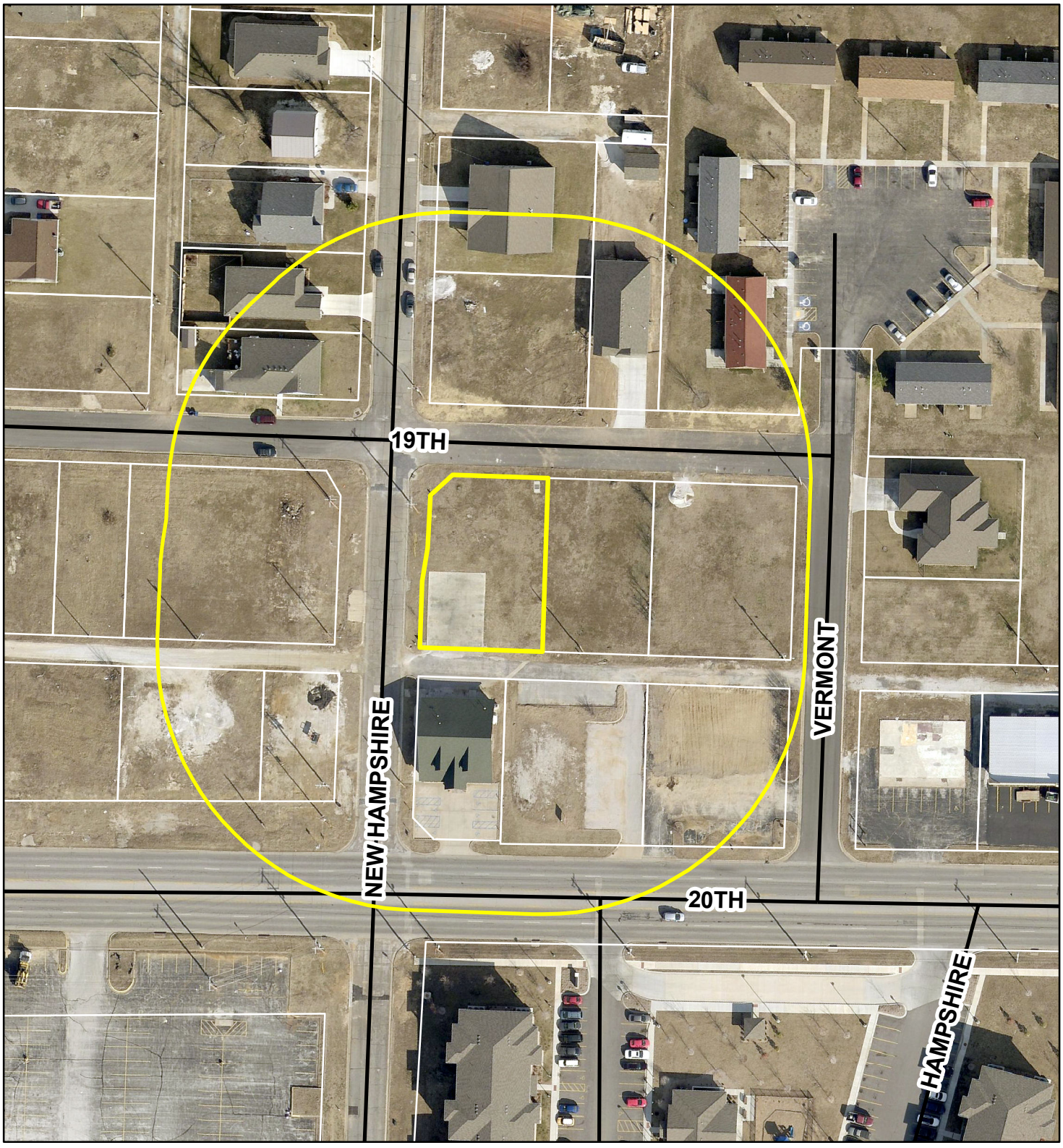
DISCUSSION

This property currently has an existing parking lot of 8 spaces that services Express Employment Professionals, located in the adjacent lot to the South. To accommodate for additional parking, the owner is requesting a Special Use Permit to expand the existing parking lot to be 14 spaces.

CONDITIONS

1. This Special Use Permit is issued to Express Employment Professionals for the expansion of their parking lot at 1901 New Hampshire Avenue.
2. All open off-street parking and loading areas shall be graded with an all-weather material such as asphalt, concrete or double sealcoat.
3. The term of this permit shall be permanent.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 004-18.



0 65 130 260 390 520

Feet

N

Case 004-18: A parcel located on the Southeast corner of New Hampshire Avenue and 19th Street.
--A request for a Special Use Permit to expand the existing parking lot from 8 spaces to 14 spaces.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 5, 2018

Item: RESOLUTION NO. 2018-007
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2018-007
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 02/12/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "7 in Favor, 0 Nay".

SUMMARY/REQUEST:
Case 004-18: 1901 New Hampshire – A request (1ST request) from Express Employment Professionals for a Special Use Permit to expand the existing parking lot from 8 spaces to 14 spaces – Express Employment Professionals.

STAFF SUMMARY:
The applicant is requesting a Special Use Permit to expand the existing parking lot from 8 spaces to 14 spaces.

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

1. This Special Use Permit is issued to Express Employment Professionals for the expansion of their parking lot at 1901 New Hampshire Avenue.

2. All open off-street parking and loading areas shall be graded with an all-weather material such as asphalt, concrete or double sealcoat.

3. The term of this permit shall be permanent.

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

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

Staff recommends approval of Case 004-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Whitmore stated that the parking lot currently being use is located directly north of their facility and wanting to expand that to 14 spaces.

Mr. Duncan asked if there were any questions from the Commission?

Mr. Ramsour wanted to know why the last few Special Use Permits that has come before us are permanent requests rather than a shorter period.

Mr. Whitmore stated that the last few that we had were in the standards for parking lots on making them permanent. Due to development purposes of the previous case is the reason that Special Use Permit went to permanent.

PUBLIC COMMENT:
Wayne Stevenson, Anderson Engineering, 302 S. Sergeant Ave, Joplin, MO. We are the Engineers for the project.

Mr. Cortez wanted to know if the work that is being done on 20th Street directly east of that building has anything to do with this parking lot.

Mr. Stevenson stated that it did not. The bridge does start there at New Hampshire. New sidewalks are going on the side of it along 20th Street.

Mr. Cortez mention that right next to the building, directly north of the proposed parking lot there is dirt being moved. Is that for another building or it is connected to this project?

Mr. Stevenson stated it was a parking lot for Express but is zoned commercial. Everything on that was correct, just at the last minute that we notice the lot behind, that is already a parking lot was zoned incorrectly.

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Mr. Egglston state that was correct, on the east side of the north lot. He was informed that there had to be some sort of a fence barrier there.

Mr. Duncan asked if there was anyone else to speak in favor of this case? (There were not.)

Mr. Duncan asked if there was anyone else to speak against this case? (There were not.)

Mr. Duncan Closed the Public Hearing.

P & Z Case 004-18
Express Employment
Professionals
(P & Z Recommended Approval)

RESOLUTION NO. 2018-007

A RESOLUTION granting a Special Use Permit (1st Request) for the expansion of a parking lot from 8 spaces to 14 spaces, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on February 5, 2018, 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 Express Employment for the expansion of a parking lot location in the City of Joplin, Missouri on the following described real estate, to-wit:

ALL OF LOT NUMBER (15) AND ALL OF THE WEST HALF OF LOT NUMBER (14) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS 21, 22, 23, AND 24 IN BANKER'S 3RD ADDITION TO 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 Express Employment Professionals located at 1901 New Hampshire for the expansion of their parking lot.
2. All open off-street parking and loading areas shall be graded with an all-weather material such as asphalt, concrete or double sealcoat.
3. The permit shall be permanent.
4. All regulations as stated in Appendix 29-A (Zoning Code), and more specifically Article 19 (Off-Street Parking and Loading Regulations), of the Joplin Municipal Code shall be followed always.
5. Any other conditions set by the City Council of the City of Joplin.

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

The Municipal Planner is hereby authorized and directed to issue said permit to Express Employment Professionals.

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 _____, 2018.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
CITY COUNCIL MEETING

February 20, 2018

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

INVOCATION - read by City Clerk Barbara Gollhofer

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

ROLL CALL – Answering Roll Call were Taylor Brown (via phone), Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Michael Seibert, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Rob O'Brian, President of Joplin Area Chamber of Commerce presented the quarterly update. One specific item Rob spoke on was how to bring more talent to our employer community. He stated Joplin has a continually growing employer base with a need to fill positions. After analyzing this situation and working with people in the community, particularly our veterans, we focused in on the fact that there is great talent within the military community, both veterans and people who are transitioning out of active service. Rob stated he has been working with organizations such as Compass Quest, True North and Joining Community Forces and a number of local organizations to roll out a program called Welcome Home to Joplin. It's a way to raise awareness that Joplin is a great place to live and work. The program will be a six-month trail campaign beginning in late March 2018. There is a dedicated website within the Chamber's website that has a job posting board. The Chamber will encourage its members to get their jobs posted there to show

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Tom Rogers, 3517 Hackberry Lane, Joplin MO postponed his request to address the council regarding odors in the city and surrounding suburbs and feedback to the be provided via petition from residents and city visitors.

PUBLIC HEARINGS

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

Minutes of the February 5, 2018 City Council meeting

COUNCIL BILL NO. 2018-251 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District R-3 property as described below and located at 1112 E. Second Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2018-020**

COUNCIL BILL NO. 2018-404- AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Rosin Preservation, LLC; authorizing the City Manager or his designee to execute same on behalf of the City. **Ordinance No. 2018-021**

RESOLUTIONS

ORDINANCES-EMERGENCY

Mr. Stanley introduced COUNCIL BILL NO. 2018-018 - AN ORDINANCE approving a Real Estate Exchange Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the State of Missouri Office of Administration Division of Facilities Management, Design, and Construction, dealing generally with the transfer of property situated near Memorial Hall; authorizing the City Manager to execute said Real Estate Exchange Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Colbert-Kean that Council Bill No. 2018-018 be approved on an emergency basis. Motion by Mr. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Seibert, Shaw, Stanley, Stinnett, and 8. Nays: West, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-022**

Mr. Stanley introduced COUNCIL BILL NO. 2018-108 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons Inc. for the construction of the Surface Project 4003, in the amount of Two Million, One Hundred Three Thousand, One Hundred Eighty-Three and 95/100 Dollars ($2,103,183.95); 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. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-018 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-023**.

Mr. West introduced COUNCIL BILL NO. 2018-109 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. for the construction of the Storm project #19, Mohaska Water Quality Improvements, in the amount of Two Hundred Sixty-Four Thousand Nine Hundred Three and 85/100 dollars $264,903.85; 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. Motion by Mr. West, second by Mr. Stinnett that Council Bill No. 2018-109 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitle **Ordinance No. 2018-024.**

Mr. Shaw introduced COUNCIL BILL NO. 2018-406 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Area Agency on Aging, Region X, to provide furniture, fixtures and equipment for the Senior Center in an amount not to exceed Two hundred thousand dollars ($200,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2018-406 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitle **Ordinance No. 2018-025**

Mr. Shaw introduced COUNCIL BILL NO. 2018-502 - **A**N ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. McCreary that Council Bill No. 2018-502 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitle **Ordinance No. 2018-026**

Mr. Shaw introduced COUNCIL BILL NO. 2018-503 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stinnett that Council Bill No. 2018-503 be approved on emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-027.**

ORDINANCES – FIRST READING

Mr. Stanley introduced COUNCIL BILL NO. 2018-405-AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2018-405 be passed and First Reading and advance to Second and Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2018-405.**

Mr. West introduced COUNCIL BILL NO. 2018-600 - AN ORDINANCE: Approving the job descriptions for Concessions Coordinator, Athletic Coordinator and Golf Lead Cashier and the placement of the positions within the Salary Administration Plan for the City of Joplin. Motion by Mr. West, second by Mr. Shaw that Council Bill No. 2018-600 be passed on First Reading and advance to Second and Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was Read as **Council Bill No. 2018-600**.

Mr. Stanley introduced COUNCIL BILL NO. 2018-601 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five

Hundred and 00/100 Dollars ($500.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2018-601 be passed on First Reading and advance to Second and Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2018-601.**

Mr. Shaw introduced COUNCIL BILL NO. 2018-602 - AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district. Motion by Mr. Shaw, second by Mr. Stinnett that Council Bill NO. 2018-602 be passed on First Reading and advance to Second and Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill 2018-602.**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Discussion on Use Tax Committee
City Manager Sam Anselm reminded everyone that a Use Tax was discussed at the last work session and the suggestion of forming a Use Tax committee will be discussed tonight. A slate of potential members was submitted. Motion by Mr. Stanley, second by Mr. Brown to accept the slate of nominees: Brent Baker, Erik Bartlett, Doug Doll, Amber Duncan, Joan Ghani, Brad Hodson, Drew Kimble, Harold McCoy, Dustin Parker, James Richards, Rodney Spriggs, Loir Haun, Venita Kelly, Howie Nunnelly, Richard Russell, Jerrod Hogan, and Rick Brown and to task this committee with deciding whether or not to place a use tax on an upcoming ballot. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.
Finance Oversight Committee charge: Motion by Mr. McCreary, second by Mr. Stanley to task the Finance Oversight Committee to be a resource, and to be used as needed, by the newly formed Use Tax Committee for the upcoming use tax research. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Review Boards and Commissions appointments/reappointments
Motion by Mr. Stinnett, second by Mr. West to approve the following **reappointments:**
JIDA: Kevin Parker
JRC: Troy Hill
JSA: James Weber
TIF: Sherry Hembree
Traffic Commission: William Tylle
City Tree Board: Bob Willcoxon

Appointments:
Board of Adjustments: Christopher Briley
Capital Improvement and Public Safety Sales Tax Oversight Committee: Lori Haun
Library Board: Barbara Hicklin

News from the Public Information Officer, Lynn Onstot

This week the City will host open house public meetings for two upcoming neighborhood projects in the recovery area. The first meeting will focus on work to be completed in the area of 20th to 26th Streets and Main to Indiana Avenue. This is known as Surface Project 4010. The meeting will be held from 4 to 6 p.m. on Wednesday, February 21 at the Joplin Public Library, 1901 East 20th Street. The second meeting will be held on Thursday, Feb. 22 and will focus on work to be completed in the area of 22nd to 26th Streets and from Maiden Lane to Connor Avenue. Referred to as Surface Project 4003, this meeting will be held from 4:30 to 6:30 p.m. on Thursday, February 22, at the Blendville Christian Church, 2201 South Picher Avenue.

Mr. Shaw thank the Council members and City Attorney who attended the Empire meeting.

Mr. Stanley stated he was going to meet with the mayor and city staff later this week regarding the pay plan.

There being no further business, the meeting was adjourned at 7:50 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018

Item: Council Bill No. 2018-405
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2017 Homeowner Occupied Rehabilitation Agreement
2) Council Bill No 2018-405

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and Economic Security Corporation of Southwest Area to manage the 2017 Homeowner Rehabilitation Program.

DISCUSSION:

Economic Security Corporation has operated a successful homeowner rehabilitation program for numerous years. Currently projects that were funded under 2016 program year funds are being completed, and the Community Development office desires to make available 2017 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 Consortium. This council bill provides Seventy-Four Thousand Six Hundred Fifty Dollars and Zero Cents ($74,650.00) from HOME Investment Partnership Program Grant M17DC290209.

RECOMMENDATION:

This program has received prior approval from the Council as part of the 2017 Action Plan.

Staff recommends approval of the agreement.

2017 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 _____, 2018 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 2017 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $74,650.00 from its 2017 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 $74,650.00 from its 2017 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 $74,650.00 from its 2017 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.

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. 2018-405 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2017 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 2017 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 seventy four thousand six hundred and fifty dollars ($74,650.00), 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 _____, 2018, by a _____vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018
Council Bill No. 2018-600

ITEM: amends the classification and job descriptions adopted by Ordinance No. 2012-173 and authorizes new classification for the Parks and Recreation Department

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Originating Department: Parks and Recreation

Attachments: 2018-600 - (1) Athletic Coordinator Job Description
2018-600- (2) Concession Coordinator Job Description
2018-600– (3) Golf Lead Cashier Job Description
2018-600- (4) Council Bill No. 2018-600

Department Head: Paul Bloomberg
Human Resources Director: Dave Allgood
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Job Descriptions

SUMMARY/REQUEST:

This Council Bill approves updating and adding the job descriptions for the Parks and Recreation Department which are attached.

STAFF SUMMARY:

These job descriptions changes are needed to provide a more detailed outline of job duties and to assign the proper duties and responsibilities to the staff. These changes will provide for a more efficient and effective organizational structure.

The City Manager has approved these changes. The job descriptions were prepared and approved by Human Resources and approved by the Personnel Board on January 19, 2018. There are no changes in the pay plan as result of this council bill.

RECOMMENDATION:

Staff recommends this Council Bill be approved on First Reading.

JOB DESCRIPTION

CITY OF JOPLIN

GOLF LEAD CASHIER

TITLE: GOLF LEAD CASHIER

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under general supervision of the Head Golf Professional. Is responsible for overseeing and providing direction in all aspects of the daily operations of the golf facilities, course maintenance, customer service, sales and marketing, tournament operations, food and beverage, and accounting/budgeting.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Communicate and work closely with the Head Golf Professional on all areas of the golf operation.
- Supervise and manage the total golf operations in a professional and efficient manner in the absence of the Head Golf Professional.
- Provide superior customer service, professional advice and assistance.
- Control and manage daily play-communicate closely with outside operation personnel to ensure a great golf experience.
- Assist with golf instruction and clinics.
- Supervise and train golf operation personnel as directed by the Head Golf Professional.
- Maintain professional image at all times, and be able to make effective professional decisions when called upon.
- Be informed on both hard and soft goods available in the marketplace.
- Promote club activities and programs.
- Manage the handicap program.
- Assist in managing tournament setup, play, and conclusion of the event.
- Perform opening and closing duties of the Golf Pro Shop.
- Maintain a close working relationship with the Head Golf Professional and the Golf Maintenance Superintendent, as well as other division leaders.
- Oversee and enforce golf shop operation policies, procedures, controls, and fee structures to ensure the safekeeping of assets, inventory and resources.
- All other duties as specified.

JOB DESCRIPTION

CITY OF JOPLIN

GOLF LEAD CASHIER

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in job description shall not to be construed as an exclusive or all inclusive list of duties with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.
- Update shop information and message center, keeping materials current to the day.
- Prepares for all golf outings including coordinating scorecards, cart labels, rule sheets, score sheets, format sheets, pairing sheets and hole assignments.
- Ability to work flexible hours include evenings, weekends, and Holidays.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with City employees and the general public.
- Communicate effectively with students and motivate children.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of appropriate regulations and safety procedures.

PHYSICAL REQUIRMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, type-writers, FAX machines, copiers, and telephones; may require color and depth perception.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Demonstrate all appropriate techniques and procedures for the activity.

GENERAL QUALIFICATIONS:

- Preferably college level course work in accounting, budgeting, personnel, finance and/or business administration; or equivalent combination of experience and training which provides the required knowledge, skills and abilities.
- Supervisory training and experience.
- Experience with golf reservation and accounting software.
- Strong interpersonal and communication skills.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physi-cal exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PARKS & RECREATION DEPARTMENT APPROVED:
ORDINANCE #: PAY RANGE: 620

JOB DESCRIPTION

CITY OF JOPLIN

CONCESSION COORDINATOR

TITLE: CONCESSION COORDINATOR

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under the supervision of the Recreation Coordinator, the Concession Coordinator is responsible for the inventory, stocking and ordering of supplies for the concession stands operated by Joplin Parks and Recreation, and Scheduling for the concessions.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Purchases and restocks all items sold as needed, e.g. beverages, candy, chips, snacks, etc.
- Monitors inventory of beverages, food items, and general supplies and reports any discrepancies.
- Ensures all concession stands operated by Joplin Parks and Recreation are maintained in an orderly, clean, and sanitary condition and are following health department standards.
- Assist with cleaning of equipment and facilities.
- Train concession staff on proper procedures and protocols.
- Attend required program staff meetings and trainings.
- Adhere to proper safety precautions and dress code.
- Communicate clearly, honestly, and respectfully with all staff, participants, parents, volunteers and general public.
- Present yourself in a professional manner and treat all people with respect.
- All other duties as specified.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.
- This position does require working some evenings, weekends, and Holidays.

JOB DESCRIPTION

CITY OF JOPLIN

CONCESSION COORDINATOR

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with school employees, City employees and the general public.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of appropriate regulations and safety procedures.

PHYSICAL REQUIRMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, type-writers, FAX machines, copiers, and telephones; may require color and depth perception.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Demonstrate all appropriate techniques and procedures for the activity.

GENERAL QUALIFICATIONS:

- High School or GED equivalent.
- Previous concession background preferred, but not necessary.
- Applicant must be 18 years of age or older.
- Commitment to a positive, fun and team-oriented working environment.
- Ability to work effectively with children and adults.
- Strong interpersonal and communication skills.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physi-cal exam and drug test.

Employee Name (Please Print) Date

Employee Name (Signature)

PARKS & RECREATION DEPARTMENT APPROVED:
ORDINANCE #: PAY RANGE: 620

JOB DESCRIPTION
CITY OF JOPLIN
ATHLETIC COORDINATOR

TITLE: ATHLETIC COORDINATOR

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under the supervision of the Recreation Coordinator, the Athletic Coordinator will provide assistance with the assessment, planning, implementation, and evaluation of sports and recreation activities for people of all ages and abilities. Specific duties are discussed in interviews, but may include, but not limited to, the following: facilitating, supervising, and/or instructing recreational activities, assisting with public marketing events/festivals, and working on projects in general program/office administration. Employee will assist in the daily operation and programming of the Joplin Athletic Complex.

A primary function of this job is to ensure that each visitor/customer/participant receives the highest caliber service.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Assist in assessing, planning, implementing, and evaluating recreation activities, as listed above.
- Preparation of site and equipment for activity with proper clean up at the end of each activity.
- Inform Recreation Coordinator of any program delivery issues or concerns, equipment concerns or maintenance needs.
- Oversee and assist the concession stand during activities and follows cash handling procedures.
- Attended required program staff meetings and trainings.
- Enforce program rules, policies and procedures.
- Adhere to proper safety precautions and dress code.
- Create a nurturing, positive and professional environment while promoting program policies and procedures amongst staff, volunteers and community.
- Communicate clearly, honestly, and respectfully with all staff, participants, parents, volunteers and general public.
- Present yourself in a professional manner and treat all people with respect.
- All other duties as specified.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.
- This position does require working some evenings, weekends, and Holidays.
- Flexible schedule is required.

JOB DESCRIPTION
CITY OF JOPLIN
ATHLETIC COORDINATOR

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with City employees and the general public.
- Communicate effectively with students and motivate children.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of appropriate regulations and safety procedures.

PHYSICAL REQUIRMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; may require color and depth perception.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Demonstrate all appropriate techniques and procedures for the activity.

GENERAL QUALIFICATIONS:

- High School or GED equivalent.
- Applicant must be 18 years of age or older.
- Commitment to a positive, fun and team-oriented working environment.
- Ability to work effectively with children and adults.
- Strong interpersonal and communication skills.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

Employee Name (Please Print) _____ Date _____

Employee Name (Signature) _____

PARKS & RECREATION DEPARTMENT
ORDINANCE #:

APPROVED:
PAY RANGE: 620

COUNCIL BILL NO. 2018-600 ORDINANCE NO.

AN ORDINANCE Approving the job descriptions for Concessions Coordinator, Athletic Coordinator and Golf Lead Cashier and the placement of the positions within the Salary Administration Plan for the City of Joplin.

WHEREAS, the City of Joplin desires to create the positions of Concessions Coordinator, Athletic Coordinator, and Golf Lead Cashier in the Parks and Recreation Department; and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That the classifications and job descriptions for the positions of Concessions Coordinator, Athletic Director, and Golf Lead Cashier in the City of Joplin's Parks and Recreation Department be created as shown in Schedule A, attached hereto, within the Salary Administration Plan of the City of Joplin.

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

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 20, 2018

ITEM: Council Bill No. 2018-601 approving the Lease Agreement between the City of Joplin and Joplin Little League

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: Council Bill No. 2018-601; copy of Lease Agreement

Parks Director:	Paul Bloomberg
Finance Director:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

INTRODUCTION:
This Council Bill approves a lease agreement with Joplin Little League for the Landreth Park Fields, including: Little League North Field, Little League North Complex, and Little League T-ball Park, including concession areas, if any, parking lots, and the immediate surrounding grounds.

DISCUSSION:

- The term of the lease shall be for a period of one (1) year at an annual rental of five hundred dollars ($500.00) per year due and payable to the Director of Finance.
- Premises to be used exclusively as a recreation facility for baseball.
- Any improvements to be made with City approval and in accordance with applicable Joplin codes and become the property of the City of Joplin unless otherwise agreed in writing.
- Upon surrender property is to be left in such condition as required by the City for future proposed usage.
- The lease shall automatically renew for up to five (5) successive one (1) year terms, covenants and conditions as specified.
- The City may terminate the lease for any breach of the agreement, or at any time without cause by giving sixty (60) days' written notice.
- Joplin Little League shall provide liability insurance during the term of agreement for One Million Dollars ($1,000,000.00).
- Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable laws, codes and regulations.

(Continuation of Cover (GREEN) Sheet for Council Bill No. approving the Lease Agreement between the City of Joplin and Joplin Little League)

- Lessee is responsible for proper maintenance and repair of any damage.
- Agreement shall not be assignable without written consent of the City.
- City may terminate the agreement for any breach of the agreement by the tenants.
- Agreement may only be modified by written agreement signed by both parties to the agreement.
- Lessee shall have exclusive rights to the playing fields and any concession revenue year-round.
- City will allow Lessee to use Wendell Redden and Gene Bassman practice fields for league practices at no cost. Designated days and reservations will be presented to the Director of Parks and Recreation for approval at least thirty (30) days before use.
- All provisions shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of February 2018, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Joplin Little League, a Missouri Nonprofit Corporation, hereinafter referred to as "Lessee".

W I T N E S E T H:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the City hereby lets and leases to the Lessee and the Lessee hereby leases from the City, that certain tract of land and improvements located thereon, described as follows:

LANDRETH PARK FIELDS, INCLUDING: LITTLE LEAGUE NORTH FIELD, LITTLE LEAGUE NORTH COMPLEX, AND LITTLE LEAGUE T-BALL PARK, including concession areas, if any, parking lots, and the immediate surrounding grounds.

To have and to hold said premises for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term. The term of this Lease shall be for a period of one (1) year from the date hereof. This Lease shall automatically renew for up to five (5) successive one (1) year terms upon the same terms, covenants, and conditions as herein specified.

2. Rent. Lessee shall pay City annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00) due and payable the date hereof to the Director of Finance of the City of Joplin. Rent for any renewal terms shall be due and payable on the anniversary date hereof.

3. Use of Premises. The premises shall be used exclusively as a recreational facility for baseball. Play shall not extend beyond 11:00 p.m., and all field lights shall be turned off no later than 11:15 p.m.

4. Utilities. Lessee shall promptly pay all utilities and other charges upon the demised premises.

5. Exclusive Rights. Lessee has exclusive rights to the playing fields and any concession revenue.

6. Practice Facilities. City will allow Lessee to use Wendell Redden and Gene Bassman practice fields for league practices at no cost. Lessee will be allowed to reserve three days per week at each field before their season begins and two days per week at each field during the season. Designated days and reservations will be presented to the Director of Parks and Recreation for approval at least thirty (30) days before use.

7. Condition of Premises. During the term of this Agreement, and any extension or renewal thereof, the City of Joplin shall inspect said premises annually and provide the Lessee with a list of repairs necessary for the proper maintenance of the facility. The Lessee shall keep the property in a clean and mowed condition and repair any damage to the property at all times, and keep the property free from nuisance or hazard of any kind and properly secure said property when not in use. Lessee has inspected the premises and surrounding areas around the ballfields and accepts the current condition of the premises on an "AS IS " and "WHERE IS" basis.

8. Condition of Premises Upon Surrender. Following the initial and renewal terms of this Lease, if exercised, the Lessee shall be obligated to relinquish the property in as good as condition as when taken, usual wear and tear excepted, or, at the option of the City, leaving the property in such condition as is required by the City for its then proposed use. All personal property shall remain the property of the Lessee or its donee or designee or their assigns. Any such personal property removed shall in no way damage the premises.

9. Improvements. No improvements shall be made without City's prior written consent. Any improvements made by Lessee shall be performed and completed in a good and workmanlike manner and shall present a neat, orderly, clean, and decent appearance to the satisfaction of City. Lessee shall comply with all applicable laws in the construction of said improvements. Any such improvements will be the property of the City of Joplin.

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

evidenced by filing with the City an Insurance Certificate, naming the City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The Lessee agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising out of the construction or remodeling as described herein, or to arise out of the use of said leased premises during the term of this Agreement or any extension thereof, both as to claims arising from injuries suffered by virtue of the condition which the premises may have been maintained, or by virtue of injuries sustained by anyone while the premises are in use by Lessee.

11. Indemnification. Lessee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or Lessee, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Lease or any work done thereunder or business carried on by Lessee during the term of the Lease and on the Leased premises.

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

13. Termination. The City reserves the right to terminate this Agreement for any breach by Lessee of this Agreement. In the event that City feels a breach of this Agreement has occurred, City shall provide written notice which specifies the breach and the corrective action required to correct such breach. If breach is not corrected within thirty (30) days of said notice, the Lease shall be terminated and City shall take possession of the premises immediately. All permanent structures, fences, stands or other facilities or equipment placed upon the premises by the Lessee shall remain the property of the City. Any damage to existing equipment, stands, fences or other fixtures to the

premises by the Lessee, or its agents, employees and invitees, shall be restored to their former condition except as otherwise provided by written agreement between Lessee and the City of Joplin. The City may terminate this Lease Agreement at any time by giving sixty (60) days written notice to Lessee.

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

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

16. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

17. Compliance with the Law. The Lessee shall be solely responsible for complying with all applicable Federal, State and Municipal laws, codes, and regulations in connection with the use of the property.

[Remainder of page intentionally omitted; signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument, the day and year first above written.

CITY OF JOPLIN, a
Municipal Corporation,

By: _____
Samuel L. Anselm,
Interim City Manager

"City"

ATTEST:

_____
Barbara G. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN LITTLE LEAGUE, a
Missouri Nonprofit Corporation

By: _____
_____
President

"Lessee"

ATTEST:

_____

COUNCIL BILL NO. 2018-601 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00); 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 agreement by and between the City of Joplin and Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00), 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, is hereby authorized and directed to execute said agreement, or 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 _____, 2018.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 20, 2018

Item: Council Bill 2018-602 – An ordinance enabling the City of Joplin to join Show Me PACE
Originating Department: City Manager

Attachments: 1) Council Bill 2018-602
2) Show Me PACE Bylaws

PD&NS Director: Troy Bolander	Date:
Public Works Director: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Sam L. Anselm	Date:

Recommended Action: Approval of Council Bill 2018-602, allowing the City of Joplin to join the Show Me PACE District.

SUMMARY:

Property Assessed Clean Energy (PACE) is a means of financing energy efficiency upgrades or renewable energy installations property owners. PACE financing is a tool that allows property owners to borrow money for renewable energy and energy efficiency property improvements with no upfront cost. PACE financing can pay for new heating and cooling systems, lighting improvements, solar panels, water pumps, insulation, and other energy efficient improvements.

The financing pays for 100% of a project's costs and is repaid for up to 20 years with an assessment added to the property's tax bill. The cost of the energy saving improvement is then repaid through an assessment on the owner's annual property tax bill. Assessments are tied by a lien to the specific property. If the property is later sold, the assessment and lien stay with the property and become the obligation of the new owner.

In order for any Joplin projects to be eligible for PACE financing, the City of Joplin must join a PACE district by ordinance. By joining a PACE district, the City of Joplin assumes no legal or financial responsibility for any project or developer. Pending the adoption of this ordinance, PACE financing will be available only for commercially zoned properties in the City of Joplin.

RECOMMENDATION:

Staff recommends approval of this ordinance in order to allow owners of commercially zoned property to finance energy efficient improvement projects.

EXHIBIT A

SHOW ME PACE
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement") is made and entered into by Show Me PACE, a Missouri Clean Energy Development Board ("Show Me PACE") and the municipalities of the State of Missouri that, from time-to-time, may execute this Cooperative Agreement (each, a "Municipality," and together, the "Municipalities").

RECITALS

WHEREAS, on _____, 2018, the City Council of the City of Joplin, Missouri, adopted Ordinance No. 2018-_____, authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the "PACE Act"); and,

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a Clean Energy Development Board; and,

WHEREAS, Clean Energy Development Boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and,

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality's participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality's participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the "Bylaws") have been provided to the Municipality in an acceptable form.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all Clean Energy Development Board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time-to-time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries, and upon receipt of written notice, Show Me PACE shall no longer undertake any clean energy financing with the City Joplin.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 20__ **SHOW ME PACE**

By: _____
Josh Campbell, J.D., President

Date:_____, 20__ **CITY OF JOPLIN, MISSOURI,**
a Municipal Corporation

Adopted Ordinance No. ___ joining
Show Me PACE on ____ __, 20__

By: _____
Name: Michael L. Seibert,_____
Title: Mayor_____

COUNCIL BILL NO. 2018-602 ORDINANCE NO. _____

AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and,

WHEREAS, it is in the best interests of the health, safety, and welfare of the City of Joplin, Missouri, and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to commercially zoned publicly and privately owned real property; and,

WHEREA**S**, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and,

WHEREAS, Section §67.2810.1, RSMo., authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo.) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and,

WHEREAS, on June 15, 2015, a Clean Energy Development Board named "Show Me PACE" was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and,

WHEREAS, it is in the best interests of the City of Joplin, Missouri, and its residents to join and participate in Show Me PACE.

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

Section 1. That the City of Joplin, Missouri, hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title*. This Ordinance shall be known and may be cited as "the City of Joplin, Missouri's Property Assessed Clean Energy Ordinance."

2. *Definitions*. Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.

   a. "Show Me PACE" or "District" means the Show Me PACE Clean Energy Development Board.

   b. "PACE Assessment" means a special assessment made against qualifying property in consideration of PACE Funding.

   c. "PACE Funding" means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.

   d. "Qualifying Property" means commercially zoned real property located in the city of Joplin, Missouri, that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City/County by:

1. Providing Qualifying Property owners with an application to apply for PACE Funding;

2. developing standards for the approval of projects submitted by Qualifying Property owners;

3. reviewing applications and selecting qualified projects;

4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;

6. authorizing and disbursing PACE Funding to the Qualifying Property owners;

7. receiving the PACE Assessment from the County Collector;

8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and

9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

C. Liability of the City of Joplin, Missouri Officials; Liability of the City of Joplin. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of Joplin, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City of Joplin's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City of Joplin, Missouri, has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City of Joplin.

D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.

E. The City of Joplin, Missouri as a Non-Party. The City of Joplin, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

Section 2. That the City of Joplin, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

Section 3. That the City of Joplin, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City of Joplin, Missouri, hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the "Cooperative Agreement"). The Mayor of the City of Joplin, Missouri, is hereby authorized and directed to execute the Cooperative Agreement on behalf of the City of Joplin, Missouri.

Section 4. That the election of the City of Joplin, Missouri, to join the District shall in no way constitute an obligation of the City of Joplin, Missouri, necessitating any corresponding appropriation.

Section 5. That the City of Joplin's City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City of Joplin, Missouri, for inclusion in the jurisdictional and geographic boundaries of the District.

Section 6. That the officials and agents of the City of Joplin, Missouri, are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Golhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AUTHORITY TO REPRESENT

RE: City of Joplin, Missouri civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

The City of Joplin, Missouri (hereinafter "CLIENT") hereby retains the law firm CAREY, DANIS & LOWE, on a contingent fee basis, to pursue ***all*** civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Joplin, Missouri, including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby, failure to warn, negligence, negligence per se, civil conspiracy, and that the Defendants worked in concert with each other. **John F. Garvey, Esq.** (MO Bar # 35879) of the law firm CAREY, DANIS & LOWE, shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

CAREY DANIS & LOWE
8235 Forsyth Blvd., Ste. 1100
St. Louis, MO 63105

STRONG LAW FIRM
415 E. Chestnut
Springfield, MO 65802

In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

CAREY DANIS & LOWE, hereinafter referred to as the "Attorneys," agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity, and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation

contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 30% of any monetary settlement/resolution/judgment, in favor of the CLIENT, if the judgment takes the form of monetary damages. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 30% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. In no event shall Attorneys be paid nor receive reimbursement from public funds. However, any monetary judgment or settlement arising from successful prosecution of the case shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys paid by defendant(s) pursuant to the resolution of the CLIENT's claims.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Missouri Rules of Professional Conduct including that: (1) the division of fees is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation; (2) the CLIENT is advised of and does not object to the participation of all the lawyers involved; and (3) the total fee is *reasonable*. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing CLIENT on a contingent fee basis, CLIENT agrees to pay a reasonable fee for the services rendered, but only from and in an amount that does not exceed the moneys paid by defendant(s) pursuant to the resolution of the CLIENT's claims.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the Client and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2018.

BY: _____

Accepted:

CAREY, DANIS & LOWE

By _____ _____

John F. Garvey, Esq. Date
Lead Counsel

RESOLUTION NO. 2018-005

A RESOLUTION declaring that the unlawful distribution of prescription controlled substances has created a public nuisance and a serious public health and safety crisis for the citizens of Joplin, Missouri, and authorizing the City to join in a class action lawsuit against opioid manufacturers

WHEREAS, The City Council of Joplin, Missouri is the policy-determining body of the City of Joplin, Missouri; and

WHEREAS, the Council has the authority to take action to protect the public health, safety, and welfare of the citizens of Joplin; and

WHEREAS, there exists a serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Joplin; and

WHEREAS, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Joplin; and

WHEREAS, the violation of any laws of Missouri or of the United States of America controlling the distribution of a controlled substance is inimical, harmful, and adverse of the public welfare of the citizens of Joplin and constitutes a public nuisance; and

WHEREAS, the Council has the authority to abate, or cause to be abated, any public nuisance including those acts that significantly interfere with the public health, safety, and welfare of the citizens of Joplin; and

WHEREAS, Joplin expended, is expending, and will continue to expend in the future public funds to respond to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Joplin; and

WHEREAS, the Council may sue to obtain any money due the City; and

WHEREAS, the Council has received information that indicates that the manufacturers and wholesale distributors of controlled substances in Joplin may have violated state and federal laws and regulation that were enacted to prevent the diversion of legally produced controlled substances into the illicit market and to prevent the misuse of such drugs; and

WHEREAS, the Council has found that the citizens of this City will benefit from retention of outside counsel to investigate and pursue, as appropriate, claims against the manufacturers and distributors of controlled substances in this City, on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is not recovery; and

WHEREAS, there is a substantial need for the legal services; and

WHEREAS, the legal services cannot be adequately performed or provided solely by the attorneys and supporting personnel of the City of Joplin; and

WHEREAS, the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because the City does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

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

Section 1. That the City Council hereby declares that opiate abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Joplin, Missouri and is a public nuisance; and

Section 2. That the City Council hereby authorizes to the extent necessary the City Attorney to retain the firms of Carey Danis & Lowe, 8235 Forsyth Blvd., Ste. 1100, St. Louis, MO 63105, Strong Law Firm, 415 E. Chestnut, Springfield, MO 65802, and such other legal counsel as needed, as Counsel to represent the City and where appropriate the State, to investigate and if appropriate, pursue in federal court all civil remedies which may be afforded under law as against the manufacturers and distributors in the chain of distribution of controlled substances who have caused or contributed to the public nuisance and serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in the City of Joplin, with the compensation therefore on a contingent fee basis, in concert with the contingent fee agreement that is designated as "Authority to Represent" and for which the City Manager is authorized and directed to execute the afore stated contingent fee agreement, the same of which is identified as Exhibit A and attached hereto and made a part hereof in its entirety.

Section 3. That the City Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN **CITY COUNCIL AGENDA ITEM**

REQUESTED COUNCIL MEETING DATE: March 5, 2018
ITEM: RESOLUTION NO. 2018-006; This Resolution allows for the Police Department to apply for three (3) grants through MODOT for the enforcement of DWI laws, as well as training and equipment to further our effort in reducing DWI crashes, as well as reducing crashes involving hazardous moving violations.

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Resolution No. 2018-006; copy of attachments

DEPARTMENT HEAD: Matthew Stewart
CITY MANAGER: Sam Anselm
CITY ATTORNEY: Peter Edwards
FINANCE DIRECTOR: Leslie Haase

INTRODUCTION:

The Joplin Police Department requests consideration of this Resolution. This request, if approved, would authorize applying for the acceptance and expenditure of grant funds between the City of Joplin and the Missouri Department of Transportation. There is a total of three grants totaling $98,933. The first grant is for the funding of the Joplin Police Department's Full Time DWI Unit in the amount of $66,038. This grant pays for 50% of salaries, benefits, and overtime for two officers that are currently assigned to this unit. The second grant is in the amount of $16,700 and will be used to cover overtime costs and fringe benefit costs for Hazardous Moving Violation enforcement. The third grant is in the amount of $16,195 and will be used to cover overtime costs and fringe benefit costs for DWI
Enforcement details and Youth Alcohol Enforcement details. Part of this grant will also cover for one officer to attend training at the annual LETSAC conference.

SUMMARY /DISCUSSION:
The Joplin Police Department has received these grants for several years. We first received the grant to fund the full-time DWI unit in 2010. At that time, the grant was for 100% of funding of the DWI positions. The grant was reduced to 75% the following year and to 50% the next year. The original plan for this grant was to eliminate funding for the DWI positions after three years. Our DWI unit has been very successful and because of that, the positions have continued to be funded at 50%. Each year the Joplin Police Department's DWI Unit has led the State in DWI arrests when compared to other DWI units that are funded under the same grant. The second grant will be utilized to cover overtime costs and fringe benefits for

Hazardous Moving Violation details. These details are used to focus enforcement efforts on Hazardous Moving Violations that occur within the city limits of Joplin. The efforts are focused in high crash areas and they have been instrumental in keeping our crash numbers down each year. The third grant will be utilized to cover overtime costs and fringe benefits for DWI enforcement details. The focus of these details will be to make for a safer community by detecting and arresting drivers who are intoxicated.

RECOMMENDATION:

Staff recommends approval of this Resolution

MLS
attachment

RESOLUTION NO. 2018-006

A RESOLUTION allowing the Police Department to apply for three (3) grants through MODOT for the enforcement of DWI laws, as well as training and equipment to further our effort in reducing DWI crashes, as well as reducing crashes involving hazardous moving violations.

WHEREAS, A Resolution to apply for three grants in the amount of $98,933 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enforcement of DWI laws as well as training and equipment to further our effort in reducing DWI crashes as well as reducing crashes involving Hazardous Moving Violations.

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of Ninety-Eight Thousand, Nine Hundred Thirty-Three Dollars ($98,933), providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, HMV Overtime to include fringe benefits, and DWI Enforcement Patrols and Checkpoints Overtime to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

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

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

COUNCIL BILL NO. 2018-107 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a supplemental Transportation Alternative Funds Program Agreement (TAP 3205-704) with the Missouri Highways and Transportation Commission for the construction of the St. John's Blvd. Trail project in the City of Joplin; authorizing the City Manager or his designee to execute said supplemental agreement for 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 City of Joplin enter into a supplemental Transportation Alternative Funds Program Agreement (TAP 3205-704) for the construction of the St. John's Blvd. Trail from 28th Street to 32nd Street, a true and accurate copy of said agreement being attached hereto, be and the same is hereby approved. The Federal Share for this project will remain at Forty-five percent (45%) not to exceed $202,857.00.

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

Section 3. 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.

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

_____, 2018 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2018-107

I hereby certify that a sufficient amount is available in the Parks Sales Tax Fund Account Number 130-6550-560-8505 to pay the amounts called for in the referenced Transportation Alternative Funds Program Supplemental Agreement.

_____

Leslie Haase, Director of Finance

CCO FORM: FS31
Approved: 11/15 (MWH)
Revised: 03/17 (MWH)
Modified:

Jasper County
City of Joplin
Project: TAP-3205(704)

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-3205(704)
Award Year: 2017
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "City").

WITNESSETH:

WHEREAS, on March 20, 2017, the Commission and the City previously entered into a Transportation Alternatives Funds Agreement as to public improvements designated as TAP-3205(704), (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

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

(1) REVISION: Paragraph 2 of the Original Agreement is removed and replaced with the following:

LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Along St. Johns Boulevard, from 28th Street to 32nd Street. The general location of the project is shown on attachment marked “Exhibit A” and incorporated herein by reference.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title: _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title: _____

ATTEST:

By _____

Title: _____

Approved as to Form:

_____

Title:_____

Ordinance No.:_____

EXHIBIT A



ST. JOHN'S TRAIL - 26TH STREET TO 32ND STREET

JOPLIN MOHASKA WALKING TRAIL
CITY OF JOPLIN

JOPLIN, MISSOURI 2015

REVISIONS

PRELIMINARY NOT FOR CONSTRUCTION

JET

CJW

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 5, 2018
Council Bill No. 2018-107

Item: Supplemental Agreement with Missouri Highways and Transportation Commission Transportation Alternatives Program for the Construction of the St. John's Blvd. Trail.

Originating Department: Public Works – Engineering

Attachments: 1) Supplemental Agreement
2) Council Bill No. 2018-107

Department Head: David K. Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Acceptance of the Supplemental Agreement with the Missouri Highways and Transportation Commission for the construction of the St. John's Blvd. Trail.

Background: On March 20, 2017, the Commission and the City entered into a Transportation Alternatives Program Funds Agreement as to public improvements designated as TAP-3205(704). The Commission and the City now desire to revise the original agreement.

Discussion: The original agreement authorized Fixing America's Surface Transportation (FAST) funds to be used for Transportation Alternatives Program Funds (TAP) and included a location from 26th Street & Main Street to 28th Street & St. John's Boulevard, and included an extension to the north to 26th Street and West to Cunningham Park and Maiden Lane. The Supplemental Agreement uses TAP funds along St. John's Boulevard from 28th Street to 32nd Street. This project has been approved by the City's Parks and Recreation Board. The Federal Share for this project will remain at forty-five percent (45%), not to exceed $202,857.00. The City's fifty-five percent (55%) match of $243,428.00 will be paid from the Parks/Storm water fund.

Recommendation: City staff recommends acceptance of this Supplemental Agreement on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 5, 2018

ITEM: COUNCIL BILL NO. 2018-504
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

DISCUSSION:

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

During the budget preparation, the police department had applied for a body worn camera grant that reimbursed 50% of the cost of the cameras. The adopted budget included $110,000.00 in expenditures for the cost of the requested cameras, as well as $55,000.00 in grant revenue. The intent during the budget preparation was that if the City didn't receive the grant, the out-of-pocket cost of $55,000.00 would be used to purchase body worn cameras. The City was recently notified that we did not receive the grant.

The cost to outfit every uniformed patrol officer is $124,506.00, which represents 51 cameras. Additionally, a new computer server in the amount of $7,000.00 will be required to accommodate the storage needs of 51 cameras. In order to purchase all of these cameras, the City will use $55,000.00 as budgeted, with the remaining funds coming from drug forfeiture funds. Drug forfeiture funds remain in fund balance until such time as the city uses the proceeds for one-time purchases. As a result, this budget amendment reduces the revenues by $55,000.00 and increases the budgeted expenditures by $21,506.00, thereby allowing the purchase to be made from these special funds.

The police department tested multiple cameras and decided the Panasonic body cameras are the best option for the department. The in-car cameras are also Panasonic, which allows both cameras to work in tandem. When an officer turns on the emergency lights, the in-car camera as well as the body camera will activate at once. Also, the video from both cameras are stored in the same program. The cameras will have a 5-year extended warranty on the hardware and software. These cameras are available through the Missouri State bid and will be purchased in this manner.

RECOMMENDATION:

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

COUNCIL BILL NO. 2018-504 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, and

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

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

Section 1. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by decreasing revenues by the total amount of Fifty-Five Thousand Dollars and No Cents ($55,000.00) and by increasing appropriations by the total amount of Twenty-One Thousand Five Hundred Six Dollars and No Cents ($21,506.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

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

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

of _____, 2018, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
27-Feb-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Police Grants	001-0000-470-0124	Body Worn Camera	$	(55,000)	
	IT	001-2501-500-8315	Computer Equipment			7,000
	Police Public Safety	001-5575-510-8220	Operating Equipment			14,506
	Total General Fund			$	(55,000)	21,506
	Grand Total			$	(55,000)	21,506

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 5, 2018

Item: COUNCIL BILL NO. 2018-603
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anslem	Date:

Recommended Action: Approval of MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control (ATC) Services by the City of Joplin.

Background: In February 2005 the Joplin Regional Airport started a Cost Share Agreement with the MoDOT/FAA for Air Traffic Control (ATC) services at the Joplin Regional Airport through the FAA's Contract Tower Cost Share Program. This program contracts with the FAA and a private contractor to provide the ATC services at Level I VFR towers. If not for this program smaller facilities would have to pay for the services themselves or not provide the service at all. ATC services are vital in insuring the safety of our commercial, corporate, and general aviation traffic.

Discussion: Our current MoDOT/FAA agreement calculates the city local share monthly cost at $ 2,614.00/month. Missouri State legislation makes Joplin eligible for a 50/50 local match funding for ATC services through the State Aviation Program. With this additional grant funding our local cost will be $ 1,307.00/ month.

The agreement before you is a continuation of our existing MoDOT Grant to cover the State's 50% share of the City's local match share of ATC cost at the airport. This agreement is retroactive back to October 1, 2017 thru September 30, 2018 and the city will be reimbursed for those costs.

Recommendation: Staff recommends approval of the MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement on an emergency basis per section 2.12(6) of the Joplin Home Rule Charter.

COUNCIL BILL NO. 2018-603 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Missouri Highways and Transportation Commission for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein, is herby approved.

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

Section 3. That this ordinance dealing with the public improvements is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall become effective immediately upon its passage. Specifically, this agreement needs to be in place to meet MoDOT timelines.

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

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CCO Form: MO13
Approved: 1/99 (RMH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 186-090A-1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIR TRAFFIC CONTROL TOWER OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Sponsor for the operation of the Air Traffic Control Tower (hereinafter, "Tower") at the Joplin Regional Airport (hereinafter, "Airport") pursuant to section 305.230 RSMo, and to set forth the conditions upon which the assistance will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth below, the parties agree as follows:

(1) SCOPE OF WORK: The Sponsor agrees to operate the Tower in accordance with all rules and regulations of the Federal Aviation Administration and with all applicable Federal and State requirements.

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to Fifteen Thousand Five Hundred Eighty-Four Dollars ($15,584); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Cities for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses to operate the Tower during the period of October 1, 2017 to September 30, 2018. The release of all funding under this Agreement is subject to the Commission’s review and approval of all project expenses to ensure that they are qualifying expenses under this program. The grant funds in this paragraph not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(3) PERFORMANCE OF AGREEMENT: The Sponsor shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the activities in accordance with the provisions of the Agreement.

(4) COMMISSION'S RIGHT TO INSPECT DOCUMENTS AND AUDIT

RECORDS:

(A) The Sponsor shall submit to the Commission such data, reports, documents, and other information relating to the operation of the Tower as the Commission may require at any time.

(B) The Sponsor must maintain all records relating to this Agreement, including, but not limited to, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees and representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Sponsor shall submit to the Commission for review, comment, and approval all contracts for services included in the Scope of Work Statement to be provided to the Sponsor by a third party.

(B) The Commission shall not be liable to the contractors or subcontractor of the Sponsor or any other person not a party to this Agreement in connection with the performance of this project without specific written consent of the Commission.

(6) PAYMENTS:

(A) Timing of Payments: The Commission's payments to the Sponsor will be made on a quarterly basis. The Commission will provide a reimbursement form to be completed by the Sponsor when requesting funds.

(B) Limitations on Commission Contribution: Funds made available to the Commission and the Sponsor are subject to appropriations made by the General Assembly.

(7) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the financial assistance herein provided if the Sponsor is, or has been, in violation of any of the terms of this Agreement.

(8) COMMISSION'S REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of the Agreement.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay

any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingency upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(14) AMENDMENTS: Any change in the Agreement, whether by modification or supplementation, must be accomplished by a supplemental agreement signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(15) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(16) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(17) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____