COUNCIL AGENDA
Monday, April 2, 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**

   1. Mayors Monarch Pledge Proclamation

      Documents:

      MAYORS MONARCH PLEDGE-2018-PROC.PDF

   2. Fair Housing Proclamation And Recognition Of The Poster Contest Winners

      Documents:

      FAIR HOUSING 2018-PROC.PDF

   3. 2018 National Service Recognition Day Proclamation

      Documents:

      NATIONAL SERVICE RECOGNITION DAY 2018-PROC.PDF

   4. Recognition Of Board/Commission/Committee Members Who Have Completed Their Terms

      Documents:

      BOARDS-COMMISSIONS - RECOGNITION FOR COMPLETED TERMS .PDF

   5. Brent Baker, VP-National Customer Experience Operations For Liberty Utilities, Would Like To Present An Update Of Upcoming Projects

      Documents:

      CUSTOMER SAVINGS PLAN JOPLIN CITY COUNCIL.PDF

   6. Recognition Of Outgoing Council Member Miranda Lewis

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Shelby Howard, 2626 Salem, Joplin MO, Would Like To Address The City Council Regarding Police Officer Retention And Pay.

7. **Public Hearings**

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. RESOLUTION NO. 2018-008
   A RESOLUTION granting a Special Use Permit (1st Request) to Leonard Clevenger for the
   operation of a Bed and Breakfast located 2519 S. Picher Avenue, in the City of Joplin, Jasper
   County, Missouri.

   Documents:

   RS 2018-008 MINUTES.PDF
   RS 2018-008 STAFF REPORT.PDF
   RS 2018-008 SUMMARY.PDF
   RS 2018-08.PDF

3. RESOLUTION NO. 2018-009
   A RESOLUTION granting a Special Use Permit (1st Request) to Leonard Clevenger for the
   operation of a Bed and Breakfast located 2523 S. Picher Avenue, in the City of Joplin, Jasper
   County, Missouri.

   Documents:

   RS 2018-009 MINUTES.PDF
   RS 2018-009 STAFF REPORT.PDF
   RS 2018-009 SUMMARY.PDF
   RS 2018-09.PDF

4. COUNCIL BILL NO. 2018-252
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property known as the Frederick H. Rodgers House as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 536 N. Wall Avenue in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB 2018-252 MINUTES.PDF
   CB 2018-252 SUMMARY.PDF
   CB 2018-252 STAFF REPORT.PDF
   CB 2018-252.PDF

8. Consent Agenda

1. Minutes Of The March 19, 2018 City Council Meeting

   Documents:

   MAR 19, 2018.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-112

   AN ORDINANCE approving the City of Joplin to enter into an agreement with Bennett, Inc. for the construction of the Yellow Area Projects, in the amount of Two Million, Two Hundred Forty-Three Thousand, Four Hundred Seventy-Four and 75/100 Dollars ($2,243,474.75); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   SUMMARY SHEET CB 2018-112 BENNETT INC YELLOW AREA PROJECTS-DAN EDIT.PDF
   COUNCIL BILL ORDINANCE 2018-112 BENNETT INC -YELLOW AREA PROJECTS.PDF
   BENNETT CONTRACT 032118 CORRECTED.PDF
   COPY OF REV1A JACOBS SIMPLIFIED BID TAB FOR COUNCIL.PDF
   ADELE CULVERT LOCATION MAP (CORRECTED).PDF
   EXHIBIT 1 SOUTH MCCOY AERIAL.PDF
   STREET IMPROVEMENTS YELLOW AREA PORTRAIT.PDF
   MCCOY 23RD AERIAL.PDF
   STREET IMPROVEMENTS YELLOW AREA.PDF
   SUNSET.PDF

2. COUNCIL BILL NO. 2018-408
   AN ORDINANCE authorizing the City of Joplin to enter into a developer agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to provide for the development of the Joplin Bungalows in an amount not to exceed Four million dollars ($4,000,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

   Documents:

   CB 2018-408 AGREEMENT.PDF
   CB 2018-408 SUMMARY.PDF
   CB 2018-408.PDF

3. COUNCIL BILL NO. 2018-505
   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 2018-505 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
   CB 2018-505 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
   CB 2018-505 SCHEDULE A BUDGET AMENDMENT APRIL 2 2018.PDF
   CB 2018-505 SUMMARY OF GIS RECLASSIFICATION.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2018-407
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc; authorizing the City Manager or

his designee to execute same on behalf of the City.

Documents:

CB 2018-407 HPC WORKSHOP AGREEMENT FINAL.PDF
CB 2018-407 SUMMARY.PDF
CB 2018-407.PDF

2. COUNCIL BILL NO. 2018-604

AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri.

Documents:

SUMMARY SHEET FOR MOU BETWEEN ROTARY SCULPTURE GARDEN AND CITY OF JOPLIN.PDF
MERCY PARK ROTARY CLUB SCULPTURES MOU 2018 (002).PDF
CB2018-604 PARKS-MERCY PARK_MOU_COJ AND ROTARY SCULPTURE GARDEN (002).PDF
PICS FOR MOU.PDF

3. COUNCIL BILL NO. 2018-605
AN ORDINANCE amending Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-252, Rules, to implement certain language changes.

Documents:

2018 DOG PARK SUMMARY SHEET.PDF
DOG PARK RULES.PDF
CB 2018-605 COJ DOG PARK RULES.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. CASE 005-18
Case 005-18: Approximately 1,000 feet East from the intersection of Richard Joseph Blvd West and
Richard Joseph Blvd North - A request to Review the Site Plan for the Proposed Menards Home
Improvement Store – Menards, Inc

Documents:

CASE 005-18 STAFF REPORT.PDF
CASE 005-18 MINUTES.PDF
CASE 005-18 SUMMARY.PDF
CASE 005-2018 PLANS.PDF

2. News From The 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)

PROCLAMATION

PROCLAIMING APRIL THROUGH OCTOBER 2018 AS
MAYORS' MONARCH PLEDGE DAYS

WHEREAS, the City of Joplin has been inspired by a butterfly effect in its recovery, rebirth and transformation after the May 2011 tornado; and

WHEREAS, the monarch butterfly is the iconic North American butterfly species whose migration and metamorphosis has captured the imagination of millions of Americans as a symbol of hope, change, and transformation; and

WHEREAS, the monarch butterfly population has plummeted 90 percent in the past 20 years due to widespread destruction of breeding habitat and environmental stress; and

WHEREAS, the Midwest, including Joplin, is a vital breeding ground for the monarch butterfly generation traveling to Mexico; and

WHEREAS, cities, towns, and counties have a critical role to play in helping to save the monarch butterfly; and

WHEREAS, Joplin has already succeeded in creating healthy monarch habitats in several parks, and previously signed the National Wildlife Federation's Mayors' Monarch Pledge; and

WHEREAS, every citizen of Joplin can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for both the monarch and other pollinators in locations where people live, work, learn, play, and worship.

NOW THEREFORE, on behalf of the Joplin City Council, I do hereby proclaim the months of April through October 2018, as

MAYORS' MONARCH PLEDGE DAYS

and urge all citizens to work together with the City to create additional healthy habitats for the monarch butterfly in order to sustain and strengthen their presence and a continuing safe migration through our city.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 2rd day of April 2018.

_____

Michael L. Seibert, Mayor

PROCLAMATION

Proclaiming April 2018 as Fair Housing Month

WHEREAS, the passage of the United States Fair Housing Law, Title VIII of the Civil Rights Acts of 1968, as amended, established the right to equal housing opportunities for all citizens; and

WHEREAS, this law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, sex, family status, disabilities or national origin; and

WHEREAS, citizens in our community should continue to work together to uphold the Fair Housing Law and the principle of equal opportunity on which it is based.

NOW THEREFORE I, Michael L. Seibert, Mayor of the City of Joplin, Missouri, do hereby proclaim April 2018 as

FAIR HOUSING MONTH

and urge all citizens to support the principles of fair housing opportunities for all.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this date of April 2, 2018.

_____

Michael L. Seibert, Mayor

PROCLAMATION

Proclaiming April 3, 2018 as
National Service Recognition Day

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country and increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with county officials and mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 3, 2018.

THEREFORE, BE IT RESOLVED that I, Michael L. Seibert, Mayor of the City of Joplin, on behalf of the Joplin City Council, do hereby proclaim April 3, 2018, as

NATIONAL SERVICE RECOGNITION DAY

and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 2nd day of April 2018.

_____

Michael L. Seibert, Mayor

BOARDS AND COMMISSIONS
RECOGNITION & APPRECIATION
APRIL 2, 2018

The following board members have completed their full terms (and some have served longer by filling unexpired terms) and are being recognized for their outstanding service and contributions to the various board/commission/committee to which they were appointed, and for their willingness to serve the City of Joplin in this capacity.

Name	Board/Commission/Committee	Dates of Service
Robert Loudermilk	Airport Board	2011-2017
Randy Moore	Airport Board	2011-2017
Gregg Wilkerson	City Tree Board	2010-2017
Chris Churchwell	Capital Improvements & Public Safety Sales Tax Oversight Committee	2011-2017
Roberta Myers	Library Board	2008-2017
Charles Parker	Library Board	2011-2017
Aaron Doll	Parks & Recreation Board	2011-2017
Kyle Birkinsha	Tax Increment Finance Commission	2011-2017
Lee Smith	Planning & Zoning Commission	2009-2017
Candy Gagle	Traffic Commission	2009-2017
Ryan Jackson	Traffic Commission	2009-2017

Customer Savings Plan

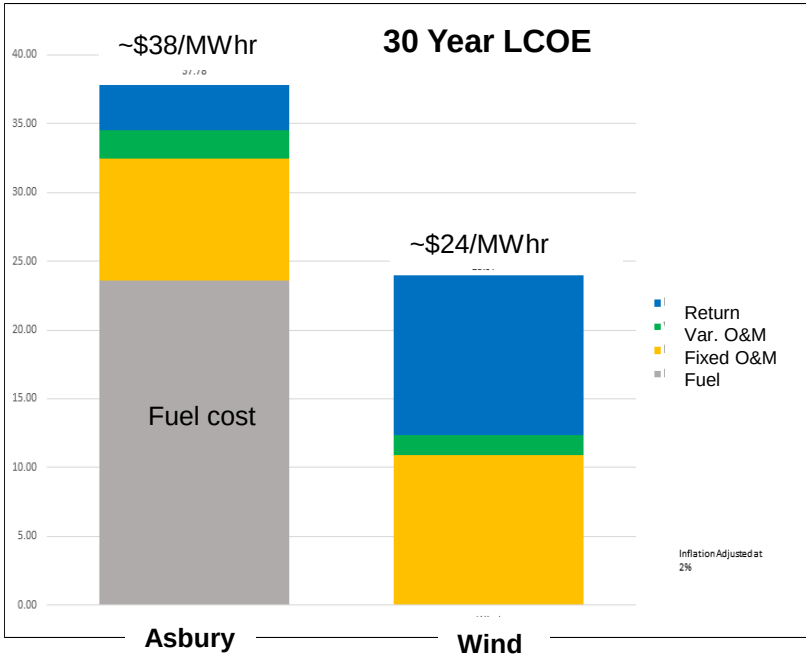
Right Time For a New Path Forward

WHAT'S CHANGED + **WHAT WE ALREADY KNOW** = **A NEW PATH FORWARD**

- Lower wind production costs
- Technology advancements
- Availability of low-cost natural gas
- Mature integrated marketplace

- 100% Tax credits expire EOY 2020
- Asbury coal handling upgrades required by April 2019
- High costs to operate Asbury relative to wind generation

- Use innovation, technology and changing markets to create utility 2.0



Liberty Utilities

Customer Savings Plan Benefits

- $1.5 billion investment
- Construction and permanent jobs
- Clean local energy, environmental highlight for region
- Attractive economic development tool
- Contributes to regional tax base
- Landowner income
- Preserves land for traditional uses
- Customer savings ~$10/month



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 2018-008

Case 006-18: 2519 S. Picher Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Leonard Clevenger.

Mr. Duncan asked Mr. Bolander if this was for two years?

Mr. Bolander stated that typically when you make a major investment usually we recommend a permanent Special Use Permit.

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

Mr. Leonard Clevenger stated that he purchased the two cottages for the Medical School and the students to rent. We have purchase both 2519 S Picher and 2523 S Picher which will be the Air B&B for people that are visiting their kids at the school, doctors or nurses. There will be no signs and there is plenty of off street parking. Investment was quite large that in the one cottage we furnished. If they stay more than a month they reduce the price because there is not tax.

Mr. Bolander apologized because typically for Bed and Breakfast we do issue the first request for two years.

Mr. Ramsour wanted to know that if both properties receive a special use permit for a Bed and Breakfast, but one is being rented for the entire school year?

Mr. Clevenger stated that was correct.

Mr. Duncan asked if there were any other questions for Mr. Clevenger? There were not. Is 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.) This is for 2919 S. Picher Avenue.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. CORTEZ TO APPROVE CASE 006-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, AND MRS. BRUCKNER-SEARS VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

Z&P Meeting: March 12, 2018
City Council Meeting: April 2, 2018

STAFF PLANNING REPORT
Special Use Permit

CASE 006-18 A request for a Special Use Permit (1st Request) for the operation of a Bed and Breakfast.

LOCATION 2519 S. Picher Avenue

APPLICANT Leonard Clevenger

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	.098 acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Picher Avenue	Secondary	60’
26th Street	Arterial	100’

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

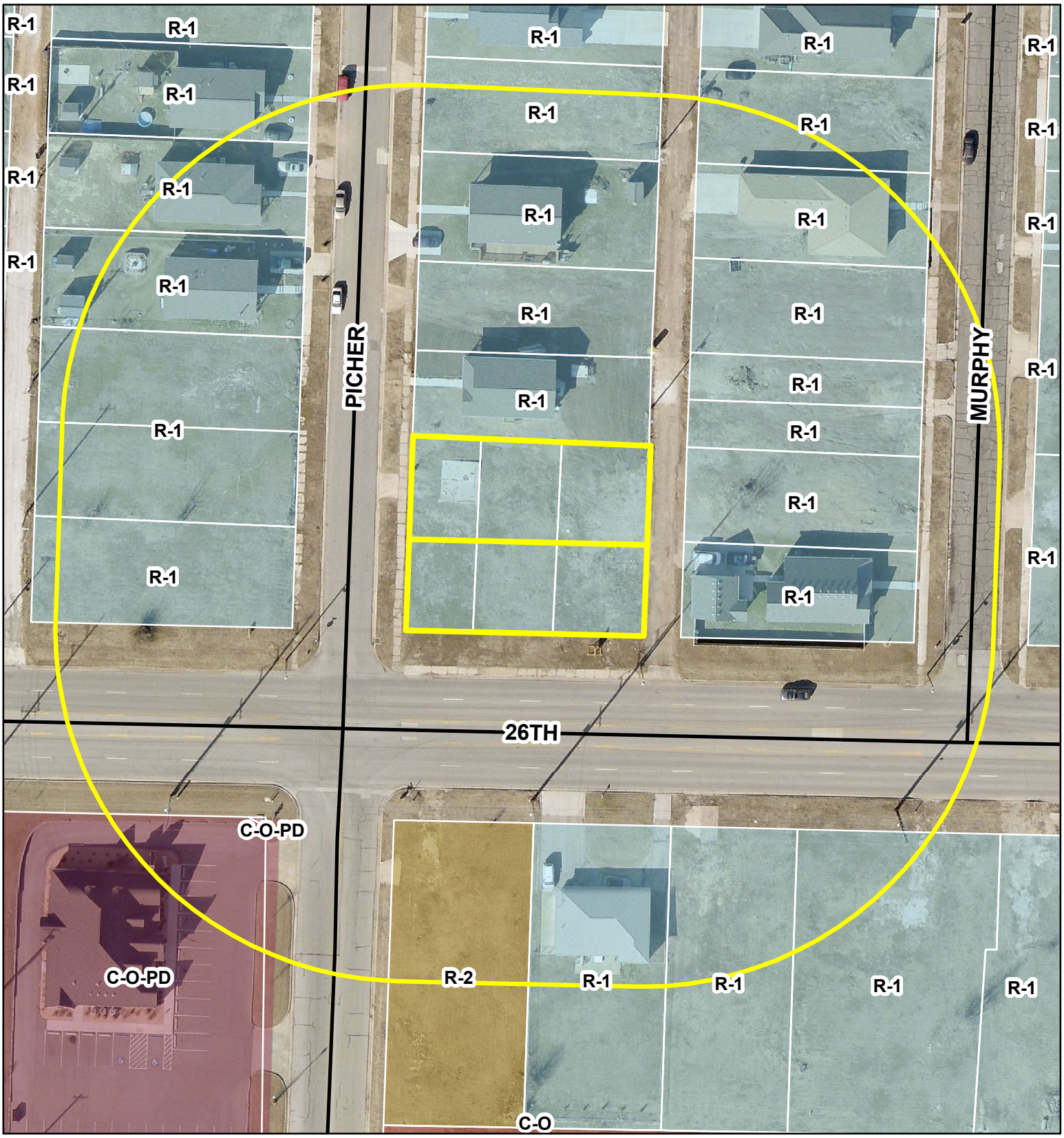
DISCUSSION

This property has an existing residential home that was newly built on the West end of the property. Mr. Clevenger is hoping to operate an Air Bed and Breakfast out of this home. The property is currently being used as a short-term rental. A Special Use Permit is required to operate as a Bed and Breakfast.

CONDITIONS

1. This Special Use Permit is issued to Leonard Clevenger for the operation of a Bed and Breakfast at 2519 S. Picher Avenue.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. The operator of the facility located at 2519 S. Picher Avenue shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 006-18.



Case 006-18: 2519 S. Picher Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Leonard Clevenger

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: RESOLUTION NO. 2018-008
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2018-008
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: 03/12/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "5 in Favor, 0 Nay, 2 Absent".

SUMMARY/REQUEST:
Case 006-18: 2519 S. Picher Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Leonard Clevenger

STAFF SUMMARY:
The applicant is requesting a Special Use Permit to operate a Bed and Breakfast.

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

1. This Special Use Permit is issued to Leonard Clevenger to operate a Bed and Breakfast located at 2519 South Picher Avenue.

2. This permit shall be eligible for two (2) years, renewable in May 2020.

3. The compliance with all provisions of the Fire/Safety codes.

4. The operator of the facility located at 2519 S. Picher Avenue shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).

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

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

Staff recommends approval of Case 006-18.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Leonard Clevenger stated that he purchased the two cottages for the Medical School and the students to rent. We have purchase both 2519 S Picher and 2523 S Picher which will be the Air B&B for people that are visiting their kids at the school, doctors or nurses. There will be no signs and there is plenty of off street parking. Investment was quite large that in the one cottage we furnished. If they stay more than a month they reduce the price because there is not tax.

Mr. Bolander stated that this Special Use Permit will be for two years on the first request.

Mr. Ramsour wanted to know that if both properties receive a special use permit for a Bed and Breakfast, but one is being rented for the entire school year?

Mr. Clevenger stated that was correct.

PUBLIC COMMENT: None.

Mr. Duncan Closed the Public Hearing.

P & Z Case 006-18
Leonard Clevenger
(P & Z Recommended Approval)

RESOLUTION NO. 2018-008

A RESOLUTION granting a Special Use Permit (1st Request) to Leonard Clevenger for the operation of a Bed and Breakfast located 2519 S. Picher Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a public hearing held on March 12, 2018, recommended that a Special Use Permit be granted for the operation of a Bed and Breakfast located at 2519 S. Picher Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on April 2, 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 Leonard Clevenger for the operation of a Bed and Breakfast in the City of Joplin, Missouri on the following described real estate, to-wit:

ALL OF LOTS NUMBERED ONE HUNDRED SIXTY (160) IN COMMERCIAL CLUB 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 Leonard Clevenger to operate a Bed and Breakfast located at 2519 South Picher Avenue.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. The operator of the facility located at 2523 S. Picher Avenue shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of Joplin.

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

this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

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

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RS 2018-009

Case 007-18: 2523 S. Picher Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Leonard Clevenger.

Mr. Clevenger was speaking for both cases. The comments reflect for Case 006-18 and Case 007-18.

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.)

MRS. KOELKEBECK MOVED, SECONDED BY MR. RAMSOUR TO APPROVE CASE 007-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, AND MRS. BRUCKNER-SEARS VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

Z&P Meeting: March 12, 2018
City Council Meeting: April 2, 2018

STAFF PLANNING REPORT
Special Use Permit

CASE 007-18 A request for a Special Use Permit (1st Request) for the operation of a Bed and Breakfast.

LOCATION 2523 S. Picher Avenue

APPLICANT Leonard Clevenger

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	.098 acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Picher Avenue	Secondary	60’
26th Street	Arterial	100’

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

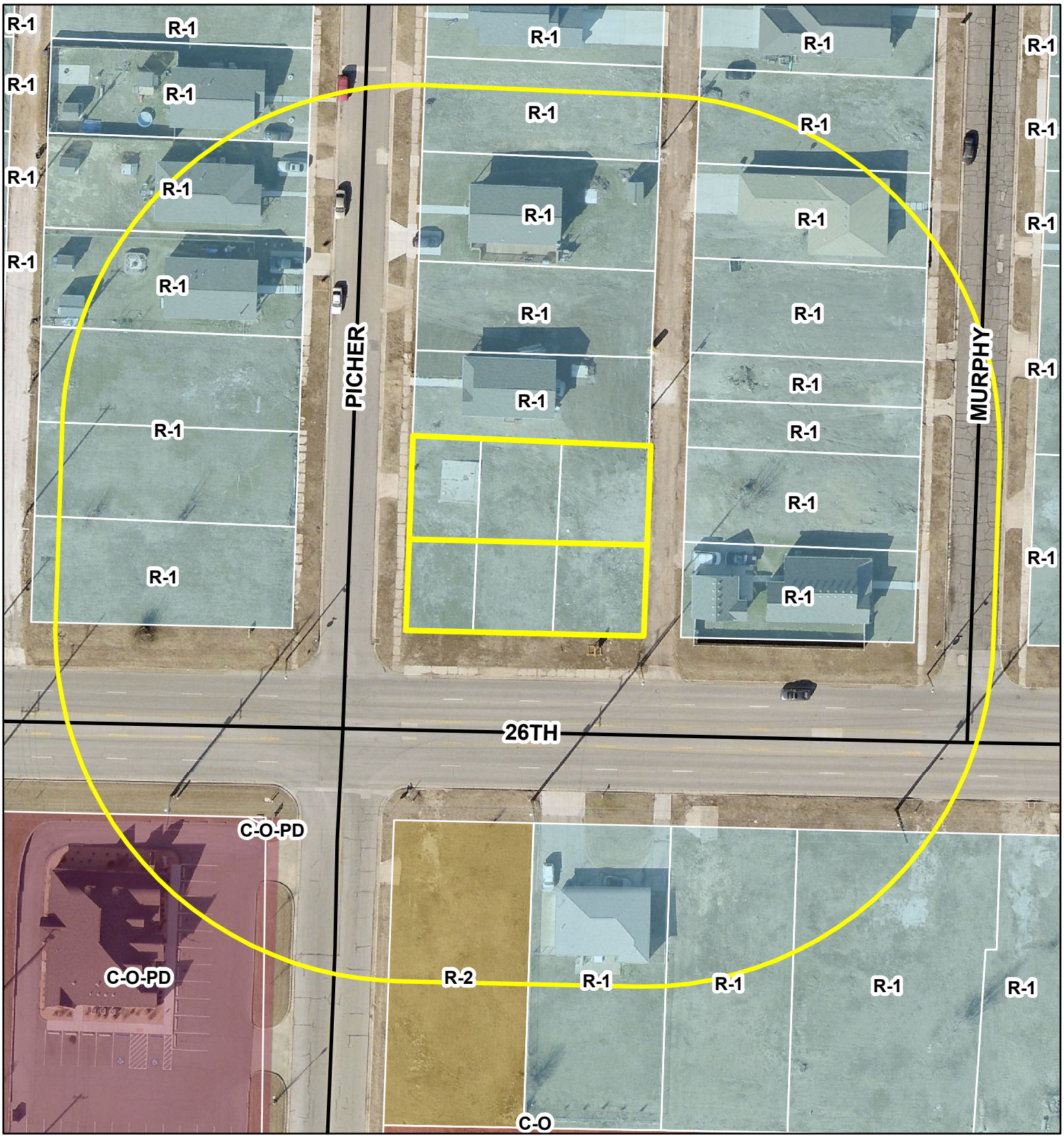
DISCUSSION

This property has an existing residential home that was newly built on the West end of the property. Mr. Clevenger is hoping to operate an Air Bed and Breakfast out of this home. The property is currently being used as a short-term rental. A Special Use Permit is required to operate as a Bed and Breakfast.

CONDITIONS

1. This Special Use Permit is issued to Leonard Clevenger for the operation of a Bed and Breakfast at 2523 S. Picher Avenue.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. The operator of the facility located at 2523 S. Picher Avenue shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 007-18.



Case 007-18: 2523 S. Picher Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Leonard Clevenger

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: RESOLUTION NO. 2018-009
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2018-009
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: 03/12/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "5 in Favor, 0 Nay, 2 Absent".

SUMMARY/REQUEST:
Case 007-18: 2523 S. Picher Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Leonard Clevenger

STAFF SUMMARY:
The applicant is requesting a Special Use Permit to operate a Bed and Breakfast.

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

1. This Special Use Permit is issued to Leonard Clevenger to operate a Bed and Breakfast located at 2523 South Picher Avenue.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. The operator of the facility located at 2523 S. Picher Avenue shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 007-18.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Clevenger was speaking for both cases. The comments reflect for Case 006-18 and Case 007-18.

PUBLIC COMMENT: None.

P & Z Case 007-18
Leonard Clevenger
(P & Z Recommended Approval)

RESOLUTION NO. 2018-009

A RESOLUTION granting a Special Use Permit (1st Request) to Leonard Clevenger for the operation of a Bed and Breakfast located 2523 S. Picher Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a public hearing held on March 12, 2018, recommended that a Special Use Permit be granted for the operation of a Bed and Breakfast located at 2523 S. Picher Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on April 2, 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 Leonard Clevenger for the operation of a Bed and Breakfast in the City of Joplin, Missouri on the following described real estate, to-wit:

ALL OF LOTS NUMBERED ONE HUNDRED SIXTY-ONE (161) IN COMMERCIAL CLUB 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 Leonard Clevenger to operate a Bed and Breakfast located at 2523 South Picher Avenue.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. The operator of the facility located at 2523 S. Picher Avenue shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million).
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of Joplin.

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

this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

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

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-252

Case 008-18: 536 N. Wall Avenue – A request to include property in a HP District (Historic Preservation Overlay District) – Kenneth Meisinger.

Kenneth Meisinger, 536 N. Wall Avenue, Joplin, MO. Mr. Meisinger presented some history of the Frederick Rodgers House which was built in 1905. Mr. Frederick Rodgers was successful mining operator. The house was sold to Mr. William Landreth in 1917. After graduating from Joplin Business School, he started Landreth Machinery Company in 1901. Mr. Landreth never held public office but was very active in the development of Joplin. Mr. Landreth donated the land for which is now Landreth Park. Dr. Harry K. Wieman and his wife acquired the home in 1953. The Rodgers House was designed by prominent Joplin architect Mr. Austin Allen. Mr. Allen was the architect for the Newman Building, United Hebrew Temple, St. Peter Catholic Church and the Olivia Apartments to name a few of the landmarks in the City of Joplin.

Mr. Ramsour stated that he noticed that there was a for sale sign in front of the house.

Mr. Meisinger stated there is. He will be joining his family in southern Maryland.

Mr. Duncan wanted to know at what point the back portion was added on to the house.

Mr. Meisinger stated that it was when the Weiman's lived there. They enclosed what was known then as a sleeping porch. It is now a guest room, added a bathroom and a breakfast room down below just off the kitchen.

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

Jill Sullivan, 721 N Sergeant, Joplin, MO. She stated she was very much supportive of this nomination for Mr. Meisinger's home. She admires the fact that even though he is moving out of the home, he is thinking about the future of the home. This home is in the North Heights neighborhood and historic preservation efforts moving out of Murphysburg and into other neighborhoods such as Roanoke, East Town, and North Heights. This home would be the first home by ordinance as a local landmark in the North Heights neighborhood.

Mr. Duncan asked if this would only be the one home in the neighborhood right now but if more property owners become involved would that become an Historic neighborhood? How does that work?

Mrs. Sullivan stated that this request is a standalone. You have to have a certain percentage of property owners that live within the official boundaries of North Heights wishing to make an historic district.

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

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR TO APPROVE CASE 008-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, AND MRS. BRUCKNER-SEARS VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: COUNCIL BILL NO. 2018-252
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-252
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 03/12/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 5 In Favor, 2 Absent

SUMMARY/REQUEST:
Case 008-18: 536 N. Wall Avenue - A request to apply district HP (Historic Overlay District) to the site of the Frederick H. Rodgers House – Kenneth Meisinger.

STAFF SUMMARY:
This is a request by Kenneth Meisinger to nominate the site of the Frederick H. Rodgers House, 536 N. Wall Avenue as a local historic landmark. The currently existing structure was built March 27, 1905. The Rodgers House was designed by prominent Joplin architect Mr. Austin Allen. Mr. Allen was the architect for the Newman Building, United Hebrew Temple, St. Peter Catholic Church and the Olivia Apartments to name a few of the landmarks in the City of Joplin The yellow brick house features a low-pitched hipped roof and a full-width porch. The inside is equally impressive with hand-carved wood, beamed ceilings, leaded windows, and other imported materials. Due to its architectural significance, the house has been included in several home tours.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes the Frederick H. Rodgers House meets Criteria C and E.

The Historic Preservation Committee recommended approval of Case 008-18.

Staff recommends approval of Case 008-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Kenneth Meisinger, 536 N. Wall Avenue, Joplin, MO. Mr. Meisinger presented some history of the Frederick Rodgers House which was built in 1905. Mr. Frederick Rodgers was successful mining operator. The house was sold to Mr. William Landreth in 1917. After graduating from Joplin Business School, he started Landreth Machinery Company in 1901. Mr. Landreth never held public office but was very active in the development of Joplin. Dr. Harry K. Wieman and his wife acquired the home in 1953. The Rodgers House was designed by prominent Joplin architect Mr. Austin Allen. Mr. Allen was the architect for the Newman Building, United Hebrew Temple, St. Peter Catholic Church and the Olivia Apartments to name a few of the landmarks in the City of Joplin.

Mr. Duncan wanted to know at what point the back portion was added on to the house.

Mr. Meisinger stated that it was when the Weiman's lived there. They enclosed what was known then as a sleeping porch. It is now a guest room, added a bathroom and a breakfast room down below just off the kitchen.

PUBLIC COMMENT:
Jill Sullivan, 721 N Sergeant, Joplin, MO. She stated she was very much supportive of this nomination for Mr. Meisinger's home. She admires the fact that even though he is moving out of the home, he is thinking about the future of the home. This home is in the North Heights neighborhood and historic preservation efforts moving out of Murphysburg and into other

neighborhoods such as Roanoke, East Town, and North Heights. This home would be the first home by ordinance as a local landmark in the North Heights neighborhood.

Z&P Meeting: March 12, 2018
City Council Meeting: April 2, 2018

STAFF PLANNING REPORT

CASE 008-18 A request to apply District HP (Historic Overlay District) and list as a local landmark, the Frederick H. Rodgers House

APPLICANT Kenneth R. Meisenger

LOCATION 536 N. Wall Avenue on the Southwest corner of Wall Ave and E Street

PRESENT ZONING R-1 (Single Family Residential)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

This is a request by Kenneth R. Meisenger to nominate Frederick H. Rodgers House as a local historic landmark. The building is on lots 123 and 124 of the North Heights Addition, located on the Southwest corner of North Wall Ave and West E Street. The currently existing structure was built March 27, 1905.

The original owner of the house was Frederick H. Rodgers, the successful early mine operator. The house was later owned and lived in by the prominent William H. Landreth, a successful businessman and philanthropist who helped shape the city of Joplin. The Landreths were significant contributors to the community and lived in the house for 36 years from 1917 to 1953.

The Rodgers House was designed by Austin Allan, a prominent Joplin architect who designed numerous historic buildings and residences of the city of Joplin, including Joplin City Hall. When designing the house, Austin Allen combined several popular architectural styles.

The yellow brick house features a low-pitched hipped roof and a full-width porch. The inside is equally impressive with hand-carved wood, beamed ceilings, leaded windows, and other imported materials. Due to its architectural significance, the house has been included in several home tours.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

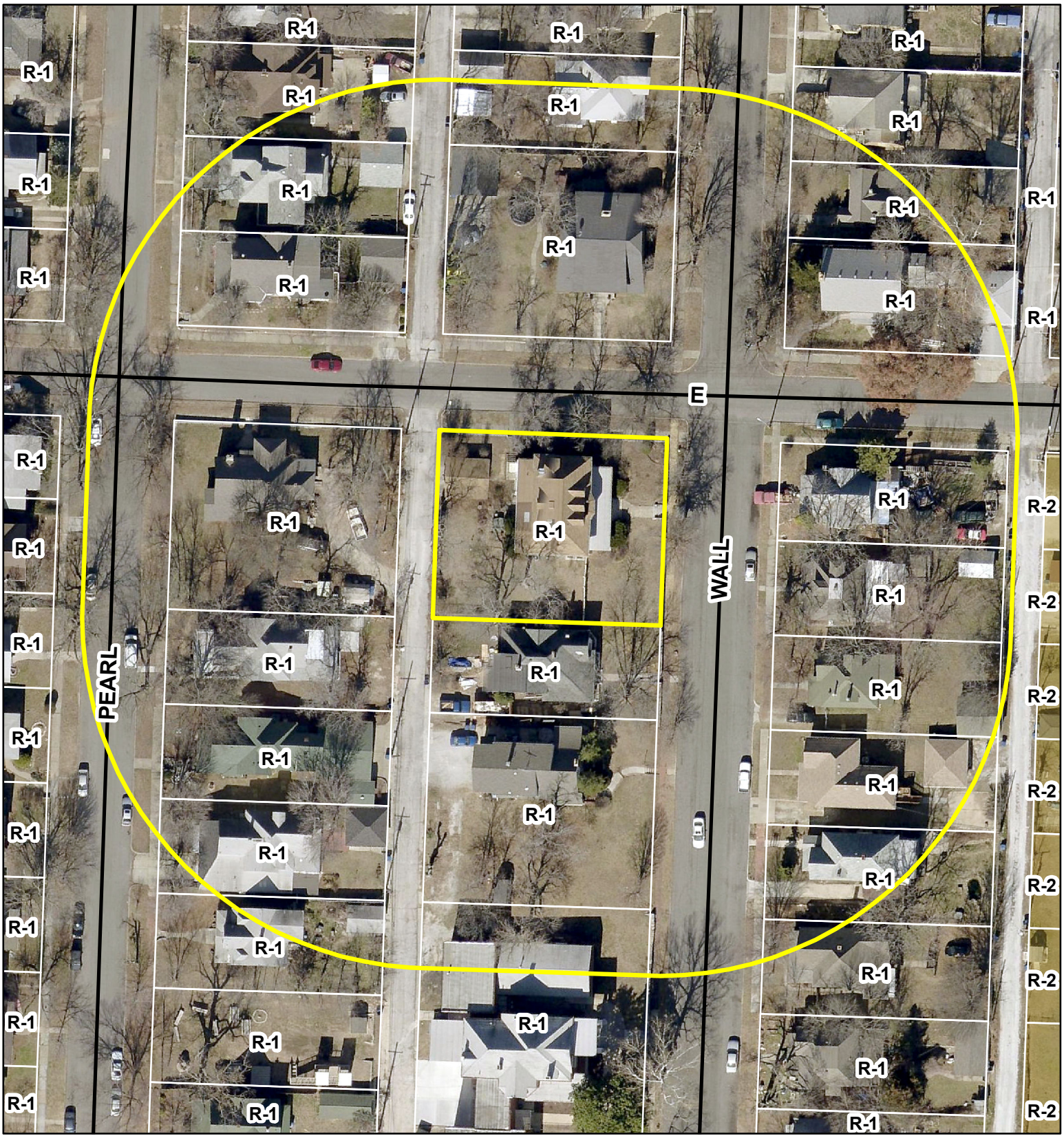
After review, staff believes the Frederick H. Rodgers House meets Criteria C and E.

The Historic Preservation Committee recommended approval of Case 008-18.

Staff recommends approval of Case 008-18.

ENCLOSURES

- **Local Landmark Application**
- **HPC Staff Report**



0 50 100 200 300 400 Feet

N

Case 008-18: 536 N. Wall Avenue – A request to include property in a HP District (Historic Preservation Overlay District) – Kenneth Meisinger

HISTORIC JOPLIN PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

Kenneth R. Meisinger

OWNER:

Kenneth R. Meisinger

ADDRESS AND LANDMARK NAME:

536 N. Wall Avenue, Joplin, MO 64801
Frederick H. Rodgers House

PRESENT USE:

Single Family Home

HISTORIC USE:

Single Family Home

PHYSICAL DESCRIPTION:

Date of Construction: March 27, 1905

Architectural Style: Neoclassical

Construction: Symmetry of windows, façade, chimneys, as well as, the presence of porch columns and fascia pediments represent Neoclassical construction at the time of construction. The home has yellow brick façade and a slate roof.

Site: Located on lots 123 and 124 of North Heights Addition.

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   Not applicable to this nomination

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

   The Frederick H. Rogers house is associated with two prominent Joplin residents. Frederick Rodgers (original owner) and William H Landreth.

   Frederick Rodgers was and early Joplin mine operator and not originally of Joplin.

   William H. Landreth moved to Joplin aged 17. Graduating from Joplin Business School he started Landreth machinery Company in 1901, which would grow into one of the largest firms in the area. He would leave his mark on the area by being civically active serving on boards for development, Chamber of Commerce, local associations and most notably donated the land for Landreth Park.

   Finding: The building meets the requirements of criteria 3 for its association with Frederick H. Rodger and William H Landreth.

4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

   Not applicable to this nomination

5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;*

   The Rodgers house was designed by prominent Joplin architect Austin Allen. Allen was a successful architect in both the Kansas City and Joplin area. Locally Allen was architect for the Newman Building, United Hebrew Temple, Olivia Apartments, et al.

   Finding: The building meets the requirements of criteria 5 for its association with Austin Allen.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

   The Rodgers house does contain high quality neoclassical elements such as modillions beneath the roof and porch cornices, pedimented dormers and columns. The interior has large well finished beamed ceiling, hand carved wood finish and imported materials. While unseen in modern homes these were elements that were not unique to the period or to Joplin at the time.

   Finding: The requirements for criteria 6 require an architectural significance and level of craftmanship for the period. Upon examination, staff finds that the building is of the highest of architectural quality and craftmanship of the area and region. However, for the period of construction architectural design and craftmanship was not distinct from the area and regional counterparts.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

Not applicable to this nomination

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

Not applicable to this nomination.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

STAFF RECOMMENDATION:

Staff recommends Frederick H. Rodgers House, located at 563 N. Wall Ave, be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 536 N. Wall Ave.
Property Name (historic or common): Frederick H. Rogers House

OWNER INFORMATION
Name: Kenneth R. Meisinger Phone: 417-626-8194
Address: 536 N. Wall Ave., Joplin, MO 64801

FORM PREPARED BY (If other than owner)
Name: _____ Phone: _____
Address: _____
Relationship to Owner: _____
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: Singe family home
Historic Use (if known): Same
Public or Private: private Occupied or Unoccupied: Occupied

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: March 27, 1905
Architect and/or Builder (if known): Austin Allen
Building Materials (foundation, walls, roof, etc.): yellow brick, slate roof
Architectural Style: Neoclassical
Site Description (property and surrounding area): Lots 123 & 124, SW corner of Wall Ave. & E. Street. Surrounded on three side with stone walls. North Heights addition.

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: _____

2. Its location as a site of a significant local, county, state, or national event: _____

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Please see "Attachment A"

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: _____

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: please see "Attachment A"

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: please see "Attachment A"

7. Its embodiment of design elements that make it structurally or architecturally innovative:

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: _____

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: _____

_____

_____

_____

10. Its suitability for preservation or restoration: _____

_____

_____

_____

(Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: KENNETH R. MEISINGER

Signature: Kenneth R. Meisinger Date January 10, 2018

Attachment A

Historical Significance

The Rogers House meets the third, fifth, and sixth criteria for consideration and nomination as an historically significant residence, as described below.

Criteria 3: Its identification with a person or persons who significantly contributed to the development of the community, count, state, or country.

In addition to its association with Frederick H. Rogers, the original owner of the house and successful early Joplin mine operator, the Rogers House is associated with several others, most notably the Landreths, who lived in the house from 1917-1953. Also notable, for their work with Freeman and St. John's hospitals and several civic organizations, are the Wiemans (please see the Wiemans' obituaries in the "Supporting Documentation" attachment of this document).

William H. Landreth was born in Illinois in 1872. His family moved to Joplin in 1889, when he was 17. He attended Joplin public schools and Joplin Business College. After dabbling in several local business operations, William launched his own company in 1901. Landreth Machinery Company started small, but became one of the largest and most successful operations in Jasper County. It was said of him: "Mr. Landreth has developed unusual ability as a business man and his straightforward, honorable methods have gained to him the unalloyed confidence and esteem of his fellow citizens." Although he never served in public office, Mr. Landreth was very involved in the development of Joplin. He was instrumental in cleaning up the "Kansas City Bottoms," which was known as Joplin's red-light district, and donated that land to establish what we now know as Landreth Park. He was chairman of the committee that built Joplin's historic YMCA, chairman of the Jasper County relief committee, involved with organizations that helped children, was active with the Chamber of Commerce, Ozark Playground Association, Joplin Rotary, and was an influential member of Freeman Hospital's board of directors. He was also involved with other organizations, such as the Masons and the Shriners. In 1897, he married Edith Cotton, who was also heavily involved with and influential in the community. Mr. and Mrs. Landreth were popular, well-respected citizens who helped shape the city of Joplin.

Criteria 5: Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country.

The Rogers House was the work of Austin Allen, a prominent Joplin architect who designed numerous historic buildings and residences in the city of Joplin, including, though not necessarily limited to, the Newman Building (Joplin City Hall), United Hebrew Temple, Austin Allen House, Adam Scott House, Oliver S. Picher House, Thomas Lennan House, St. Peter Catholic Church, Olivia Apartments, and the Elks Lodge.

Born in Philadelphia, Austin Allen was an extremely successful architect in Kansas City and the Joplin area. He was married to Belle Taylor and they had three children. He died at the young age of 36 from typhoid fever. His obituary in the American Institute of Architects journal noted that his work was marked by a "chaste dignity and scholarly restraint."

Criteria 6: Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.

When he designed this house, Austin Allen combined several popular architectural styles, which was common in early-day Joplin. The yellow brick house, shaped like a massive box, features a low-pitched hipped roof and a full-width porch. Neoclassical elements, such as modillions beneath the roof and porch cornices were used. Pedimented dormers, Greek columns, quoins, and balustrades dominate the symmetrical façade. The interior of the house is just as magnificent as the exterior, with hand-carved wood, beamed ceilings, leaded windows, and other imported materials. Due to its architectural significance, the house has been included in several homes tours.

Attachment B

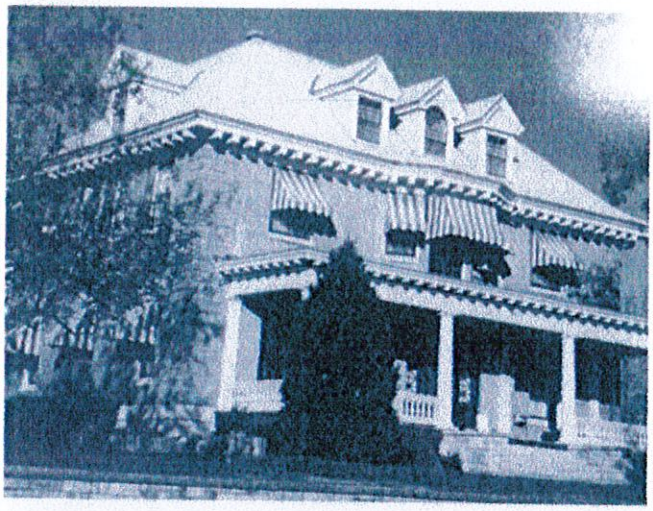
Bibliography

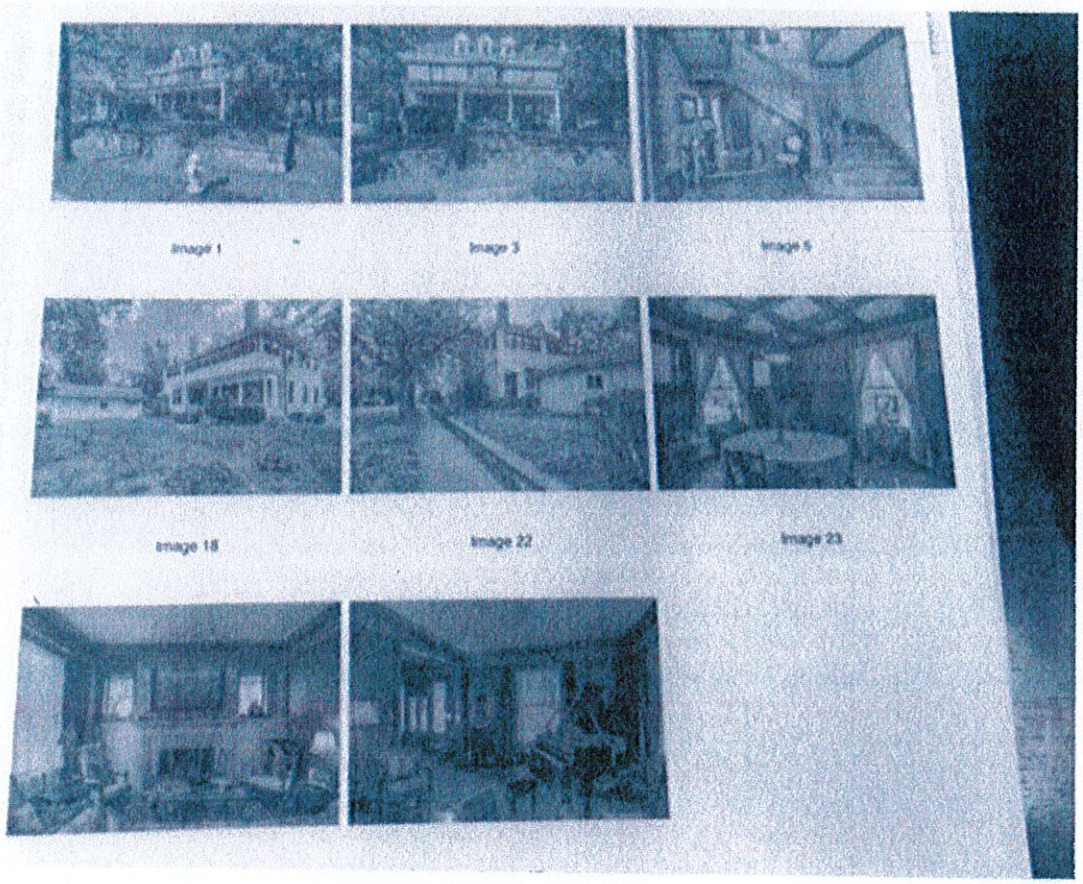
Following is a list of the resources used to complete this nomination. Please see Attachment D, "Supporting Documentation," for copies of sources used.

- www.joplinmo.org
- Abstract of Title to Lots Numbered 123 and 124 in North Heights Addition to the City of Joplin, Jasper County, Missouri. No. 30684.
- Spring Home Tour and Bazaar souvenir booklet, May 8, 1993
- Post Art Library archives
- Austin Allen's specifications for the construction of the house
- History of Jasper County by Joel Livingston
- The Joplin Globe
- Murphysburg "Home for the Holidays" booklet
- Newspaper Archive (online database)
- Missouri Death Records

Attachment C

Photographs – Rogers House, 536 N. Wall Ave.





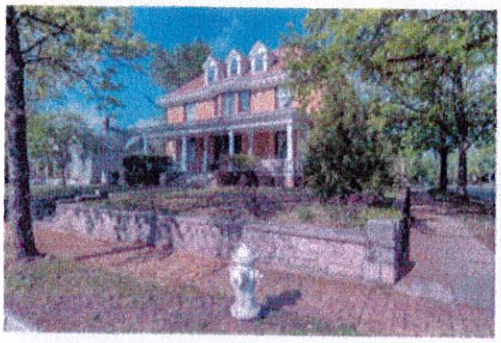


Image 1

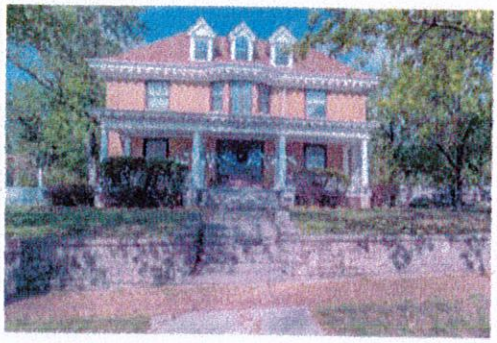


Image 3

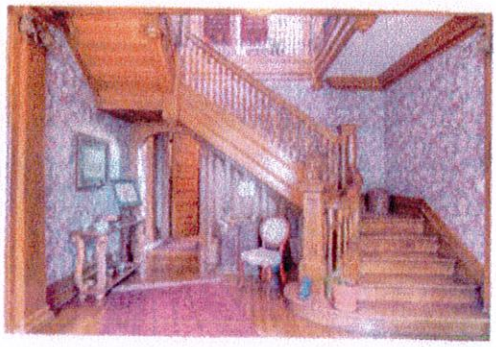


Image 5

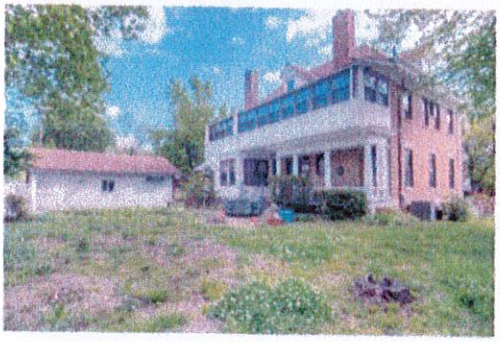


Image 18

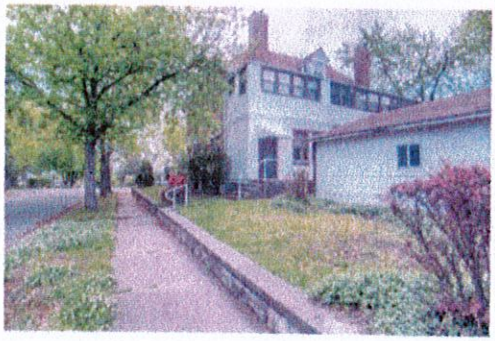


Image 22



Image 23

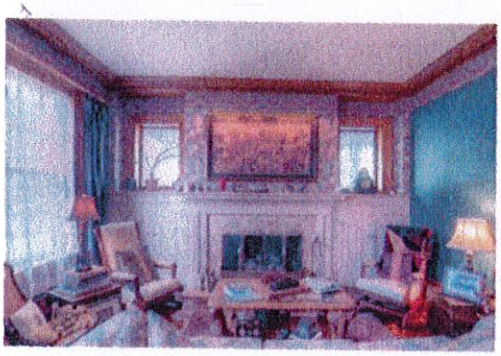


Image 26

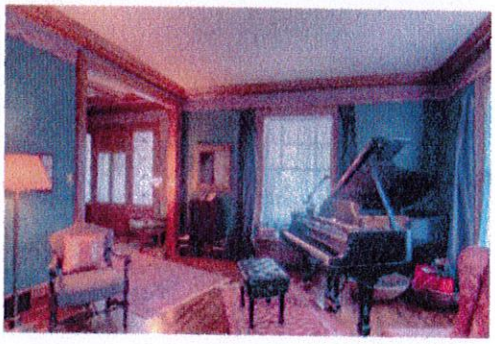
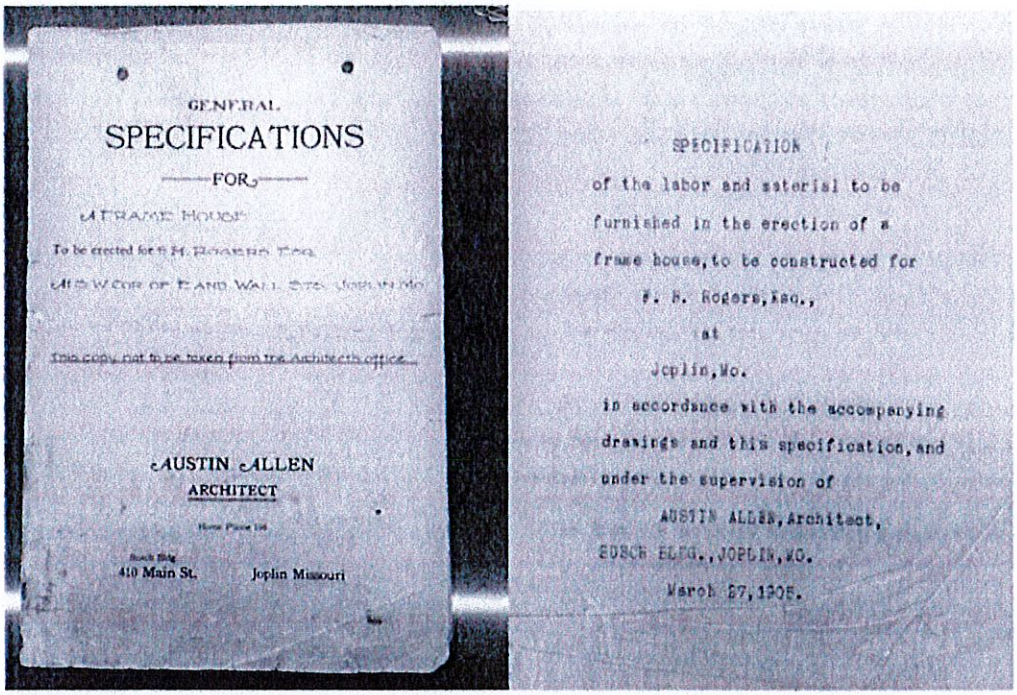


Image 27

Attachment D

Supporting Documentation

Austin Allen's original specifications for the house:



GENERAL

SPECIFICATIONS

FOR

A FRAME HOUSE

To be erected for F. H. ROGERS, Esq.

AUSTIN ALLEN

ARCHITECT

410 Main St. Joplin Missouri

This copy not to be taken from the Architects office.

SPECIFICATION

of the labor and material to be furnished in the erection of a frame house, to be constructed for

F. H. Rogers, Esq.,

at

Joplin, Mo.

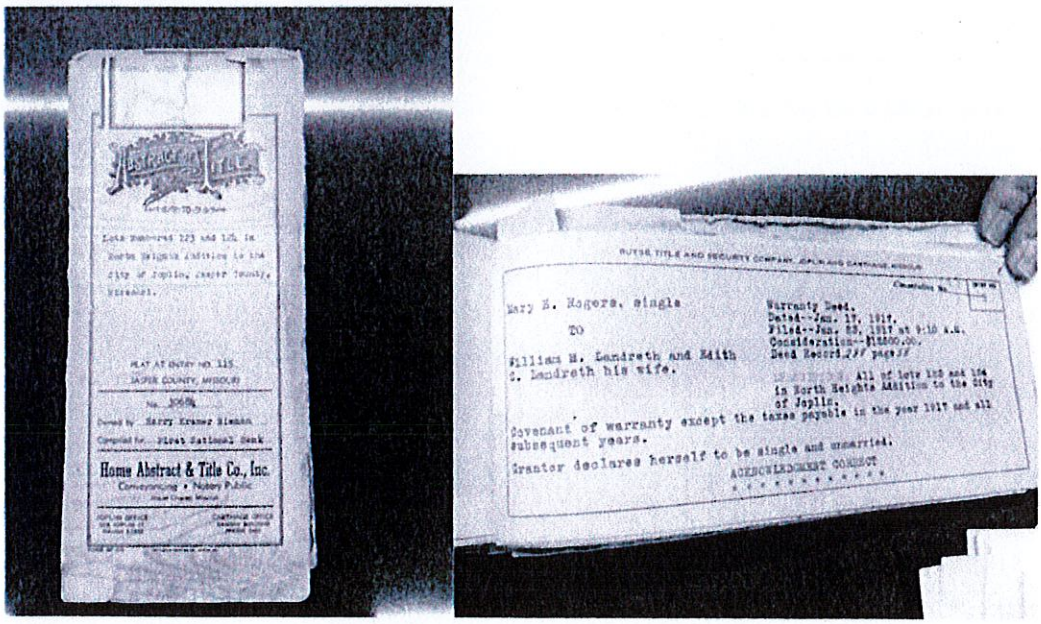
in accordance with the accompanying drawings and this specification, and under the supervision of

AUSTIN ALLEN, Architect,

BOSCH BLDG., JOPLIN, MO.

March 27, 1905.

The Abstract of Title, with the entry for Mr. and Mrs. Landreth:



Home Abstract & Title Co., Inc.

Conveyancing • Notary Public

Mary E. Rogers, single

TO

William H. Landreth and Edith C. Landreth his wife.

Warranty Deed.

Dated--Jan. 17, 1917.

Filed--Jan. 23, 1917 at 9:10 A.M.

Consideration--$1800.00.

All of Lots 123 and 124 in North Heights Addition to the City of Joplin.

Covenant of warranty except the taxes payable in the year 1917 and all subsequent years.

Grantor declares herself to be single and unmarried.

ACKNOWLEDGMENT COMBOT

Further documentation attached:

- Pro 100 Realtors' add, describing the history and architecture of the home, dated 1992
- Brief biography of Austin Allen as printed in the 2017 Murphysburg "Home for the Holidays" tour booklet
- Rogers House information from Post Art Library archives, prepared by former director Leslie Simpson (2 pages)
- Biography of William H. Landreth from Joel Livingston's History of Jasper County, dated 1912
- "100-acre tract given city for park purposes," Joplin Globe, 11/3/1929
- "The way we were," Joplin Globe, 1/25/2006 & 9/27/2006
- Photo of William H. Landreth published in Joplin Globe at the time of his death in April 1939
- "W.H. Landreth, Prominent Business Man, Dies of Heart Attack After Ill 3 Months," Joplin Globe, 1939 (3 pages)
- Death Certificate for William H. Landreth from Missouri State Board of Health
- "Long-time Joplin Physician Dr. Harry J. Wieman Dies," Joplin Globe, 3/25/1982
- Obituary for Mary Campbell Wieman, Joplin Globe, 5/24/2000 (2 pages)
- Various homes tour information featuring the Rogers House, among others (3 pages)
- North Heights neighborhood information



536 NORTH WALL STREET

SPECIFICATIONS

4 BEDROOMS 4½ BATHS
3600 SQUARE FEET
1100 SQUARE FOOT 3RD FLOOR
FULL UNFINISHED BASEMENT

ROOM SIZE

FORMAL LIVING ROOM: 29 X 15
FORMAL DINING ROOM: 15 X 15
KITCHEN: 25 X 16
FAMILY ROOM: 29 X 9
MASTER BEDROOM: 15 X 14
2ND BEDROOM: 14 X 15
3RD BEDROOM: 12 X 12
4TH BEDROOM: 13 X 15
STUDY/OFFICE: 10 X 9
UTILITY ROOM: 28 X 31
WALK-IN CEDAR CLOSET: 13 X 11

UTILITIES:

(2) LENNOX PULSE FURNACES
WITH ELECTRONIC AIR CLEANERS
ZONED HEATING FOR 3 STORIES
AVERAGE KPL: $74.00
AVERAGE ELECTRIC: $64.00
HOME COMPLETELY INSULATED
REWIRED WITH 200 AMP SERVICE

ELEGANCE RESTORED

The historic Frederick Rogers home was designed in the neoclassical style by prominent architect Austin Allen in 1905. (Allen also designed the United Hebrew Temple, St. Peter's Church, Elks Club, Olivia Apts. and the Newman Building.)

Frederick Rogers was involved in the lumber business before moving to Joplin in 1900 to invest in mining operations. For his personal residence he carefully selected each piece of wood, even importing much of the wood from Europe. A focal point of the impressive foyer is the hand-carved oak staircase. The refinished oak floorings are laid in the log cabin pattern. The mahogany panelled dining room has mahogany beamed ceilings. In the grand piano sized living room leaded glass windows flank the fireplace.

Every detail of this home has been lovingly refurbished to its original beauty by its present owners, adding all the modern amenities necessary to today's executive life-style.

PRO 100
REALTORS INC
OFFICE (417) 782-0800
RESIDENCE (417) 781-8615

PARK CENTER SUITE 1
2727 E. 32nd STREET
JOPLIN, MISSOURI 64804



DORIS CARLIN
GRI-CRS
Broker-Owner

10192

AUSTIN ALLEN, ARCHITECT
Born August 8, 1880 | Died March 2, 1917

Born in Philadelphia, Samuel Austin Allen was an extremely successful architect with offices in Kansas City and Joplin. Mr. Allen was married to **Belle Taylor** and had three children. He died at the young age of thirty-six from typhoid fever. His obituary in the American Institute of Architects journal noted that his work was marked by a "chaste dignity and scholarly restraint."

Still functioning today, the private homes in historic **Murphysburg** and significant Joplin landmarks that he designed are listed below. Joplin City Hall, home to a renowned Thomas Hart Benton mural and permanent exhibit, is open to the public Monday through Friday from 8 a.m. to 5 p.m.

Newman Building (Joplin City Hall)	602 S. Main
United Hebrew Temple	702 S. Sergeant
Austin Allen House	112 S. Sergeant
Adam Scott House	202 S Sergeant
Oliver S. Picher House	210 S. Sergeant
Thomas Lennan House	219 S. Sergeant
St. Peter the Apostle Catholic Church	812 S. Pearl
Olivia Apartments	320 S. Moffet
Elks Club Lodge No. 501	320 W. Fourth



By tendering a ticket at a Historic Murphysburg Preservation, Inc. tour site, ticketing location, and parking lot, the ticket holder does hereby agree to hold harmless any owner of a Historic Murphysburg Preservation, Inc. tour property and Historic Murphysburg Preservation, Inc., from injury to person, loss of life, or damage to property, occurring on the premises of any said Historic Murphysburg Preservation, tour site, ticketing location, and parking lot, and does hereby agree to waive any claim, demand and liability.

SOURCES:

National Register of Historic Places Registration Form (Consultant's Survey)
Missouri Secretary of State Death Certificates
Find-a-Grave Website
U. S. Census Bureau
Property/House Abstracts
Joplin City Directories
Post Art Library, Joplin, Missouri
The Journal of Spelean History
Brad Belk, *The Best of Joplin*, 1999
Brad Belk, Andy Ostmeyer, Katy Schrader, Leslie Simpson, *Joplin Keepsake Album*, 2000
Brad Belk, David Cunningham, Andy Ostmeyer, Leslie Simpson, *Joplin Souvenir Album*, 2001
May 1920 edition of "Painter Magazine"
Kay Kirkman and Roger Stinnett, *Joplin: A Pictorial History*, 1981
Joel T. Livingston, *A History of Jasper County, Missouri, and its people*, Volume II, 1912
The History of Jasper County, Missouri, 1883

Thank you to First United Methodist Church for hosting the ticket sales location
501 West Fourth Street | Gothic Revival | Circa 1905
Garstang and Rea, Architects

Information is accurate to the best of Historic Murphysburg Preservation, Inc. knowledge. Corrections, documentation, oral history and photographs are welcome.

Save the Date for Next Year! December 1, 2018
Christmas Homes Tour | 10 a.m. to 4 p.m.
High Tea | 11 a.m. | 1 p.m. | 3 p.m. | 5:30 p.m.
Reservations required
presented by Carthage Historic Preservation, Inc.

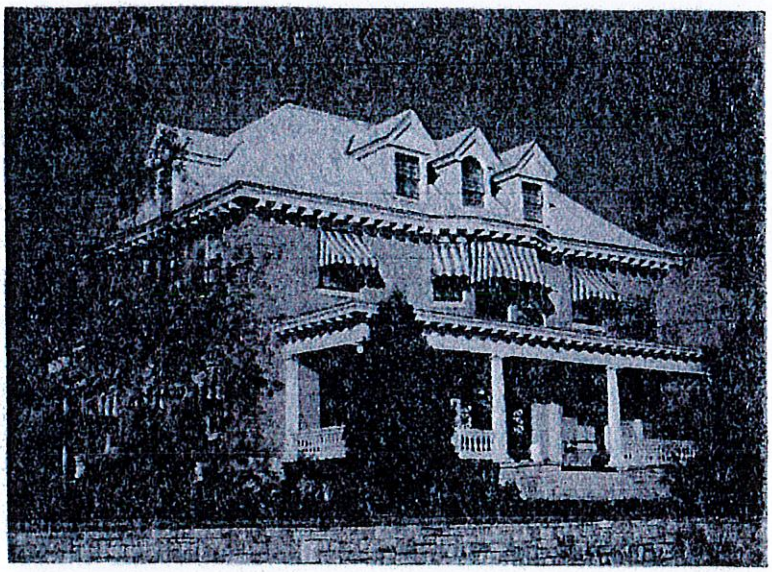


benefits Historic Phelps House preservation
phelpshouse.org | carthagehistoricpreservation.org
info@carthagehistoricpreservation.org | 417-358-1776

ROGERS (FREDERICK) HOUSE
536 N. Wall

A native of Springfield, Mass., Frederick Rogers pursued a career in the lumber business in Michigan and later in St. Louis. Hearing of the riches to be made in mining on the other side of the state, Rogers moved to Joplin in 1900. An active civic leader in Joplin, Rogers reputedly was one of the first to own an automobile.

Rogers purchased two lots from Alonzo Cragin, who lived at 516 N. Wall. In 1905, he had this magnificent house built by the distinguished architect, Austin Allen. The woodwork, mostly hand-carved oak imported from Europe, is one of its outstanding features. The oak flooring is laid in the log cabin pattern. The mahogany-paneled dining room also has mahogany-beamed ceilings. Other rooms feature cove ceilings with ornate crown moldings. Leaded glass accents the bay window on the north side of the house.



Architect Austin Allen combined several popular styles when he designed this house. The yellow brick house, shaped like a massive box, features a low-pitched hipped roof and full-width porch. He used Neoclassical elements, such as modillions beneath the roof and porch cornices. Pedimented dormers, Greek columns, quoins, and balustrades dominated the symmetrical façade. Originally, another balustrade rose above the porch roof to form a wide balcony. French doors in the bay extension provided access from the grand upper hall. It is obvious that Rogers, with his lumber business background, and Allen, the talented architect, combined their resources to create a beautiful house.

Unfortunately, Rogers died in 1906, shortly after his home was completed. Mrs. Rogers and her daughters lived there until 1917, when William Landreth bought the house and renovated it. He added a chandelier brought from Europe and installed an elevator.

Rogers, (Frederick H.) Home **536 N. Wall (+)**

See also Slide Script

1905, yellow brick. Rogers was early mine operator. House designed by Austin Allen, distinguished architect of early Joplin. Rogers born in Springfield, Mass, in lumber bus. In Michigan & St. Louis before moving to Joplin in 1900. He personally selected all woodwork in house. Full attic & basement w/built in tornado shelter. Had offices in Miners Bank, civic leader, owned 1 of 1st autos. Lots purchased from Alonzo Cragin who lived in red brick home at 516 N. Wall (Now NJCC). Died shortly after home finished. Wife & daughters lived there until 1917 when sold house to William H. Landreth. Disastrous fire in 1963 caused by Christmas tree. Heavy damage to woodwork, but carefully restored.

Info from Dierks (present owners): Bay window on north w. leaded glass. Oak woodwork, hand-carved. Dining room-6ft. mahogany paneling & beams. Chandelier Landreth brought from Europe. Crown moldings, ceilings curve to meet them. Oak floors in log cabin pattern. French doors above porch. Much of woodwork brought from Europe. Landreth put in elevator (invalid in family)-later given to Christian Church. (not NJC) Wiemans lived there 30 years.

Aug. 1924 Globe article tells of gas range exploding when lit by Mrs. W. J. Robinson who suffered burns to face, arms & chest.

1906 map- shows as 538 N. Wall 2 st. br. veneered.

Horace & Minerva Glidden purchased in 1988. Rebuilt stone retaining wall, refinished floors, replaced roof, gutters, electrical & heating system, removed asbestos, put in insulation, landscaped, 53 storm windows (same color as trim) Removed elevator shaft, put in skylight where hole in roof was. Have original abstract & 1904 specs. Prepared by Austin Allen. Repaired canvas ceiling.

by Joel Livingston (1912)

committee two years during his residence in Boston. He still belongs to the Republican party, but for a number of years has taken no active share of its work upon himself, or given its affairs any attention beyond what is due from every good citizen in the way of exercising his suffrage for the promotion of what he considers the best interest of the people. His zeal in behalf of the business and social activities of the city finds expression in his membership in the Commercial Club.

Outside of his business the religious affairs of the community claim the greatest amount of his time and attention. He is a member of the First Congregational church and superintendent of its Sunday-schools, which include the main school at the church and three branches. He is a great believer in and promoter of religious training for poor children, and full of devotion to all kinds of charitable work. Always and everywhere he is one of the most courteous and considerate of men.

On October 10, 1900, he was united in marriage with Miss Gertrude Colby, a native of Boston, the marriage being solemnized at Chelsea.

WILLIAM H. LANDRETH.—An essentially representative citizen and business man at Joplin, Missouri, and one who has maintained his home in this city for more than two decades, William H. Landreth is sole owner of the decidedly successful enterprise known as the Landreth Machinery Company, which he began in a small way in 1901 and which has since grown to gigantic proportions. Mr. Landreth is unusually progressive in his civic attitude and no measure projected for the good of the general welfare fails of his most ardent support.

A native of Illinois, William H. Landreth was born at Dawson, that state, the date of his birth being the 24th of October, 1872. He is a son of George W. Landreth, who was born and reared in the state of Virginia, where his family was long one of standing and influence. As a young man the father emigrated from the Old Dominion commonwealth to Illinois, whence he later removed to Kansas, going thence to Colorado and coming, in 1889, to Jasper county, Missouri. He was identified with mining operations during the major portion of his active business career and in that field of endeavor he was unusually successful, eventually gaining a competency. He is now living virtually retired at Joplin, passing the evening of his life in enjoyment of former years of earnest toil and endeavor. He married Miss Mary Wheeland, and to this union were born nine children, of whom the subject of this review was the first in order of birth.

William H. Landreth was a youth of seventeen years of age at the time of his parents' removal to Joplin, in the public schools of which place he completed his preliminary educational training, later effectively supplementing that discipline by a course of study in the Joplin Business College. In 1893 he accepted a position as bookkeeper in a Joplin business concern, remaining in the employ of that company for two years. He then determined to go into business for himself, and accordingly engaged in the wholesale fruit business, with which he was identified for a period of three years, at the expiration of which he devoted his attention to the mining business for two years. He then, in 1901, launched out in his present enterprise, the Landreth Machinery Company. He began operations in a small way but with the passage of time his business has increased in scope and importance until it is now one of the largest and most successful concerns of its kind in Jasper county. Mr. Landreth has developed unusual ability as a business man and his straightforward, honorable methods have gained to him the unalloyed confidence and esteem of his fellow citizens.

On the 17th of February, 1897, at Kansas City, Missouri, was cele-

CARNEGIE PUBLIC LIBRARY
JOPLIN, MISSOURI

brated the marriage of Mr. Landreth to Miss Edith Cotton, whose birth occurred in Kansas, where she was reared and educated. She is a daughter of J. B. Cotton and is a woman of rare charm and unusual graciousness. To Mr. and Mrs. Landreth have been born two children,—Helen and Ruth, both of whom are attending school at Joplin.

Politically Mr. Landreth is aligned as a stalwart supporter of the cause for which the Republican party stands-sponsor. He has never been an office-seeker, although he is deeply and sincerely interested in all matters that affect the well being of Jasper county at large and the city in particular. For three years he gave most efficient service as a member of the Park Board Commission, in connection with which he was largely influential in the work carried forward for the further beautifying of the city. In the grand old Masonic order he has passed through the circle of the Scottish Rite branch, having attained to the thirty-second degree. He is also affiliated with the Benevolent and Protective Order of Elks, his family are zealous members of the Presbyterian church. Mr. and Mrs. Landreth are popular and prominent in connection with the best social activities of their home community and their spacious and attractive home is a recognized center of refinement and generous hospitality.

JAMES T. HAGGART, who occupies a representative position among the men of affairs at Joplin, Missouri, looks back to the Hoosier state at the place of his nativity. He was born at Madison, Indiana, March 7, 1866, a son of James Haggart, a Scotch Highlander. James Haggart was born in 1820. In early life he left Scotland and with his parents came to America, their settlement being among the pioneers of Indiana. When the Civil war was inaugurated he enlisted as a member of Company G, Fortieth Indiana Infantry, and served under Captain S. Kirkpatrick and General Thomas, participating in numerous engagements and remaining with his command until the close of hostilities. He did not long survive the war, however, dying in 1867. His wife, Angeline (Jacobs) Haggart, a native of Ohio, was also a child of Indiana pioneers, her parents having moved from Ohio to the Hoosier state at an early day. Her death occurred about two years after that of her husband. Thus James T., the subject of this sketch, lost both his father and mother before he was old enough to realize his loss. He was then taken into the home of his grandmother, Mrs. Cornelia (Jacobs) Austin, who had married a second time, and who tenderly cared for him until her death, in 1877. His first school days were spent at Madison. From the time he was twelve until he was eighteen years of age he worked as a farm hand, after which he spent two winters in attendance at school. He returned to farm work and continued thus occupied until he reached his majority, when he engaged as clerk in a grocery store at Brooksburg, Indiana. After clerking at that place two years he came west to Wichita, Kansas, and settled down to gardening and farming, which, however, proved to be unprofitable, and he gave it up and went back to clerking. For one year he clerked in Mr. Herron's grocery store at Wichita. Then in 1892 he came to Joplin, which has since been his home. Here for two years he was in the employ of J. D. Kane, plumber, after which he worked for the Miller Lumber Company in its yard. About this time he bought two teams of good horses, and did hauling for the company. This work netted him a sufficient amount to enable him to lay aside some of his earnings, and three years later, with a partner, he engaged in prospecting. They located a valuable mine, which they worked to advantage and from which they took out ore to the value of seventeen thousand dollars.

NET AVERAGE PAID CIRCULATION FOR SEPTEMBER
Globe and News Herald 36,944
Sunday Globe 27,132

Joplin Gl

FULL ASSOCIATED PRESS REPORTS

VOL. XXXIII, NO. 74. Publication Office 117 East Fourth Street JOPLIN, MISSOURI, SATURDAY MORNING, NOVEMBER 3, 1928.—EIG

100-ACRE TRACT GIVEN CITY FOR PARK PURPOSES

Land, Presented by Mr. and Mrs. W. H. Landreth, Adjoins Mineral Park on the West.

WILL HONOR DONORS

Nine Area, as Well as Mineral, Will Be Named Landreth Park—Council May Act Today.

Announcement of a gift of approximately 100 acres of land from Mr. and Mrs. W. H. Landreth, 324 North Wall street, to the city for park purposes was made at a meeting of the park board last night.

The donors acquire that portion of Mineral park lying north of Broadway viaduct, east of the Joplin Union Depot Company right of way, thence north along Main street road to a certain point on top of hill. Also a tract on the west side of road, lying between Main street and Kansas City Southern tracks.

Up to Council Now.

In accepting the gift, park board members agreed that not only the new tract but Mineral park as well should be known as Landreth park.

Only the formal consent of the city council is needed to make the acceptance of the gift valid and Mayor Charles A. Patterson said last night that he probably would call a special meeting of the council to pass on that purpose.

In recommending the acceptance of the gift to the council, the park board passed a resolution in which it asked the council to extend the proposed Southeast boulevard through the park from a point on South Main street through the park to Fifth street, requesting that the boulevard be known as Landreth boulevard.

It also was voted that a special letter of appreciation be sent to Mr. and Mrs. Landreth. All of the members were unanimous in praising the gift as a natural spot for park purposes.

To Remove Structures.

In deeding the land to the city the Landreths specified that all privately owned buildings be removed within one year from the date of acceptance; that all undergrowth and debris be cleared away within two years, and that the city improve the land for park purposes in reasonable years.

Most of the land included in the tract was purchased from the Eagle-Picher Consolidated Mining Company. There are several houses and other small buildings on part of the tract, and the park board made plans whereby the tenants may be removed without unnecessary hardship to the owners.

The letter, by which the tract was formally presented to the city follows:

"To the Honorable Mayor and City Park Board of Joplin, Mo. Gentlemen:

"Seven or eight years ago I had the pleasure of serving with a member on the city park board. Then the park system was in its infancy, Cunningham park being the principal one and Mineral park consisted of only a few city lots.

Long-Cut Desired.

Realizing then how important beautiful parks are to the life and welfare of the people of any community, I determined to at some time fulfill a desire I had often entertained that of giving a park to my home town, and in fulfillment thereof Mrs. Landreth and I present to the City of Joplin, Landreth park, consisting of approximately 100 acres of land adjoining that portion of Mineral park lying north of Broadway viaduct, east of the Joplin Union Depot Company right of way, thence north along Main street road to a certain point on top of hill. Also a tract on west side of road lying between Main street and Kansas City Southern tracks.

"The property conveyed is more fully described by said completed contract.

"We anticipate a great pleasure

Norris Calls Hoover Farm Promise "Political Bank"

Nebraska Senator Declares in Minneapolis Speech Solution of Agricultural Problem Depends on Election of Smith —Asserts Governor's Stand Entitles Him to Support of All Progressive Citizens.

Minneapolis, Minn., Nov. 2.—(AP)—Solution of the agricultural problem which he characterized as the greatest issue of the campaign depends on election of Gov. Alfred E. Smith as president, George W. Norris, republican senator from Nebraska, said here tonight.

Speaking at a rally climaxing the South campaign in Minneapolis, Senator Norris who last week announced support of the New York governor said the agricultural situation "is not given to be trifled with" and that Herbert Hoover's promise to call an extra session of congress to consider farm legislation is "pure political bunk."

Touches on Four Subjects.

Water power, Tammany, prohibition, and religion were discussed by the Nebraskan who said the stand of Governor Smith entitles him to the support of "all progressive citizens regardless of party."

He said he disagreed with the democratic candidate on prohibition but that if he fulfilled a pledge to enforce the law to the best of his ability, "he will accomplish more than has been accomplished during the past eight years by the administration in which Mr. Hoover has been a part."

Senator Norris said that "if the nation does not strongly reject the attempt to make religion a test of the right to hold office, as will probably have grafted a new provision on our constitution, one that contains in itself the forces of destruction and that in the end, although it may be years from now, will beat the drafts of governmental decay and will bring our republic down to ruin."

The senator asserted there is nothing in the record of the promises of Mr. Hoover entitling him to support agriculture. On the contrary, he said, the republican nominee "is and has been the most influential person in the country in preventing the enactment of legislative during agriculture is or equality with other industry."

Senator Norris said that "after feeding the farmers upon promises for eight years and at a time when his vote is needed again the strongest to make that a sports, session will be called, without intimating what legislation will be proposed by Mr. Hoover."

Senator Norris said the Mc-Nary-Haugen proposal the only bill that can and will give the farmer the benefit of the protective tariff, and asserted that Mr. Hoover has demonstrated he is against its principle.

Modification or repeal of the present Volstead law should not be attempted

CONTINUED ON PAGE 2.

VETERAN MINER KILLED IN MILL

BODY CAUGHT IN LINE SHAFT WHEN HE ATTEMPTS TO REPAIR PUMP.

Webb City, Mo., Nov. 2.—John L. Stephens, 56 years old, a pioneer miner of the district, was killed when his body was caught by a line shaft while he was attempting to repair a pump in the flotation plant of the Missouri Kansas mine near Webb at 5 o'clock this afternoon.

Stephens was killed almost instantly. He had been repairing a pump when his clothing apparently caught in a belt which carried him to the line shaft. The body was mangled.

Inquiry Conducted.

An inquiry conducted shortly after the accident by the coroner of Cherokee county, Kansas, gave a verdict that Stephens death was due to his own negligence in allowing himself to be caught by the moving belt. The body was taken to the funeral home of the Steele Undertaking Company.

Stephens' home was at Carl Junction, but for many years he had resided in the vicinity of Webb City and Joplin. He built and operated the second load mill in the Webb City mining area. He was foreman of the dry mills of the milling mill in which he was killed.

Surviving are his widow, Mrs. Ida Stephens of Carl Junction; three sisters Mrs. Sarah Adams, Mrs. Martha McClintock of Joplin, and Mrs. Lee Cornett of Chillicothe, and two brothers William Stephens of Ardmore, Okla. and Samuel Stephens of the Cabin Mo.

Funeral arrangements are incomplete.

SISTER NAMED GUARDIAN OF ZEPPELIN STOWAWAY

St. Louis, Nov. 2.—(AP)—Mrs. G. M. Hall, sister of Clarence Terhune, 13-year-old transatlantic stowaway received a cablegram from him today in which he said: "Please take immediate steps to have yourself appointed my guardian as I can be in a position to sign legal contracts Clarence."

Accordingly Mrs. Hall applied to Probate Judge Hellmuth and was appointed guardian for the youth. Terhune has been offered chances to write his story, make personal appearances and take advantage in other ways of the publicity he has received.

LEGISLATOR GETS FIVE-YEAR TERM

SOLON AND FIVE OTHERS SENTENCED IN PHILADELPHIA GRAFT INQUIRY.

Philadelphia, Nov. 2.—(AP)—Mathew Patterson, member of the legislature and republican ward leader, was today sentenced to five years in the county prison and fined $5000 on a charge of taking bribe money from prison bargees.

Others sentenced on similar charges as a result of the grand jury investigation of bootlegging and police corruption, were:

Charles W. Schoenfeld, former captain and commander of a police district, four years and fined $5000.

William O. Reed, former captain and commander of a police district, three years and $5000 fine.

Three Policemen Sentenced.

Herbert Lapre special policeman three years and $1000 fine.

John W. Hess, special policeman, eighteen months and $500 fine.

Albert Lang, special policeman six months and $500 fine.

Bridges sentencing Patterson and Schoenfeld to jail Judge James also ordered to forfeit their $ each bail.

Living up the defendants before him, Judge Gordon said: "All of these cases involved a betrayal of public trust. Your offenses were not the result of sudden temptation or rash reaction to penalty. Your criminal action was deliberate was organized into a system was a co-operative partnership with law breakers and was pursued from day to day and week to week. Aside public security was sacrificed to the pursuit of gain whereby you divided the financial fruit of the unholy criminal league."

ILLINOISAN KILLED IN AUTO COLLISION

Chenoa, Illinois, Nov. 2.—(AP)—Charles Stanley of Harvey, Ill., was killed today when his car collided with one owned by David W. Sterick editor and publisher of the Champaign News Gazette the Urbana News and the Savoyana Gazette. Sterick was injured, probably fatally.

With Sterick was J. S. Stewart pitcher for the Danville club of the Three I League and former University of Illinois star football and baseball player. Stewart escaped with minor cuts and bruises.

Sterick and Stewart were returning to Champaign from Chicago. The accident was said to

SMITH IN PLEA FOR DEMOCRATIC TICKET IN N. Y.

Tells Brooklyn Audience Hoover Will Never Get to Deal With Prohibition Question.

HEADS AUTO PARADE

Thousands in Heart of Business Section Cheer as Governor Passes, Wearing Smile.

BY WALTER CHAMBLIN,
Associated Press Staff Writer.

Brooklyn, N. Y., Nov. 2.—(AP)—Gov. Alfred E. Smith, in a speech tonight directed specifically to a New York state audience, declared that Albert Ottinger, the republican gubernatorial nominee, could cause to worry over prohibition as I will take care of that subject by and with the advice of the American people."

The democratic candidate said Mr. Ottinger, the attorney general of the Empire state, had been carrying water on both shoulders.

"The attitude of the republican candidate on the question of prohibition can be summed up in a few words," the governor declared. "He is a wet. He has attempted to be all things to all men.

Party Platform Silent.

On this subject the party platform is no effect as the words "He is constantly worrying day in and day out, as to how he can get over the campaign without being compelled to have anything to say about it."

"In one of his speeches he said that he would pass that whole question up until the commission appointed by Mr. Hoover had dealt with it.

"Well, I will relieve Mr. of all doubt and worry about that by informing him now tonight in Brooklyn that Mr. Hoover will never have any opportunity to appoint any commission on that subject. I will take care of that subject, by and with the advice of the American people."

The governor's speech tonight scheduled over a nation-wide radio hookup, changed a busy day during which the nominee was described through the heart of New York's business district at the head of a long automobile procession.

Cheered by Thousands.

The democratic candidate as the automobile moved slowly through the canyon of skyscrapers was cheered by the thousands who lined Broadway and the other thoroughfares over which he passed.

A ride till practically all of the time and through this and a score of flying capes and derby hats the governor smiled back at the people on the streets and from whom for years he has received heavy support in his many campaigns for office. It was a wonderful reception and once again the New York governor showed his affection for the people he declared when it was over.

The governor at the outset of his speech tonight said that while he proposed to discuss most of his addresses to New York state audiences that he was sometimes he was going to be the nation and would attempt to adapt his remarks as much as possible to national questions.

"After all the proper and orderly administration of state affairs" he said "rests essentially upon the same basis as the handling of the business of the federal government."

He said his audience he had been speaking for six weeks through-out the nation and he "was glad to find as would always similar the subjects I received from millions of my fellow countrymen."

"The warm and affectionate greeting of your city, situated as it is" he continued "will always be a personal remembrance of the campaign of 1928.

Thanks Sen. Robinson.

"During the campaign in my own state wondering that I am speaking to the nation I desire to say a word of thanks to Senator Robinson. While I have not seen him since last summer I have followed his campaign closely and I am happy to

BANK AT PENNSBORO, MO., ROBBED OF $80C

Bandit Scoops Up Cash, Under Assistant Cashier in Vault, Flees in Auto.

Pennsboro, Mo., Nov. 2.—A bandit walked into the Bank of Pennsboro at 4:50 o'clock this afternoon scooped up between $800 and $900 in cash, locked Truman Arbuckle assistant cashier, in the vault and then escaped in a motor car.

Before robbing the bank the bandit cut the only telephone wire and locked both the doors and it was sometime later before officials were notified. No trace of the desperado has been found to night.

Arbuckle, who was alone when the robbery occurred, was released within a few minutes by a person who heard his shouts.

Information of the robbery was taken to South Greenford, three miles northeast, from where other towns of the section were notified by telephone. Pennsboro is in Dade county.

COOLIDGE THINKS HOOVER WILL WIN

WIRES NOMINEE 'YOU HAVE KNOWN YOUR FITNESS TO BE PRESIDENT'

Washington, Nov. 2.—(AP)—President Coolidge tonight told Herbert Hoover republican presidential candidate that "you have always your fitness to be president & wish to congratulate you on the high quality of your leadership."

The message was included in a telegram he exchanged last night after the former had delivered acceptance address in Hoover's St. Louis.

"Your success in the campaign seems assured," President Coolidge continued, "and I shall look with the great office of president of the United States of America to your keeping sure that it will be in safe hands in which the welfare of the people will be secure."

Coolidge's Telegram.

President Coolidge's telegram read:

"I have just heard your St Louis speech with great satisfaction. It is a convincing address of a nature which have declared a breadth of information, a maturity of thought and a soundness of conception of public questions never surpassed in a previous presidential campaign.

"You have set forth in clear and judgment which cannot fail to win the people to the truth. You have been clear cut and positive in demonstrating your faith in the people and your appreciation that the truth has a powerful confidence of its own which is an ever abiding support.

"All the discussion has only made more plain the stakes of the election have progress for which the nation, economic and social problems. You have shown your fitness to be president. I wish to congratulate you on the high quality of your leadership. You are able experienced trustworthy and safe. Your success in the campaign seems assured and I shall look upon the great office of president of the United States as in safe keeping sure that it will be in safe hands in which the welfare of the people will be secure.

"CALVIN COOLIDGE."

WILSON RAPS CAMPAIGN METHODS OF CAULFIELD

St. Louis, Nov. 2.—Former President Wilson campaign speaker for governor in a campaign address here tonight severely criticized the campaign methods of his republican opponent, Henry S. Caulfield. He also took time to hand for mandating some corrections the conduct of the secret service men's office under Howard Hooker, who is running on election.

Wilson charged Caulfield, in a speech at the campaign opening at Springfield, Ill., last night specifically to certain acts Hyde and Pinkerton detectives had since his charged his close

St. Louis, Nov. 2.—(AP)—Declaring that Smith's alleged ignorance ought to New York which has no precedent over a child which is choice would not disgrace a William democratic nominee for governor will open over the long stump tour which has been set for 10 p. m. tonight.

HOW FINDS CHARGES

The way we were



Courtesy/Joplin Museum Complex

William H. Landreth served on the Joplin Park Board for several years. In 1926, he purchased and donated approximately 160 acres of land that was formerly known as the Kansas City Bottoms to the city of Joplin. This early 1950s photo shows the picnic area and playground equipment in Landreth Park.

Parks – Mineral/Landreth

Parks – Mineral/Landreth 9/27/06

The way we were



Courtesy/Fred Landreth

This photo shows Landreth Park before the city of Joplin cleared and leveled the land. For a time, William Landreth served on the Joplin Park Board. Because of his involvement as a park board commissioner, Mr. and Mrs. William H. Landreth donated over 100 acres of land to the city in 1928. During the winter of 1928 and after the Landreths' gift, a proposal was made to construct a macadam road through the park. The road would begin north of the Main Street viaduct and pass through the park while paralleling the Kansas City Southern Railroad tracks. Today this paved road is known as Murphy Boulevard.

Succumbs to a Heart Attack



W. H. LANDRETH.

W. H. Landreth, Prominent Business Man, Dies of Heart Attack After Ill 3 Months

William H. Landreth, 66 years old, a prominent Joplin business man and head of the Landreth Machinery Company here many years, died at 5:45 o'clock this morning at his home, 536 North Wall street, less than an hour after suffering a heart attack.

He had been in ill health since January suffering from a kidney ailment and had undergone treatment in an Evanston, Ill., hospital and in Freeman hospital here. He had been bedfast most of the time in recent months, but was able to be downtown one day last week.

No funeral arrangements have been made, but members of the family have requested that instead of flowers, any remembrances be given to the Health and Welfare Association or any other charitable organization.

Born in Illinois.

Mr. Landreth was born October 24, 1872, at Dawson, Ill., the son of Mr. and Mrs. George Landreth.

In 1874, when he was 2 years old, he was taken by his parents to Fredonia, Kan., where his father established a mercantile business, and in 1878 to Querida, Colo., where his father engaged in silver and lead mining. He returned with his family to Beloit, Kan., in 1881, moving with them to Pittsburg, Kan., in 1886. In 1889, his father took his family to Carterville and became a mine operator in this district, moving to Joplin August 1, 1892.

Mr. Landreth attended Joplin Business college, and in 1893 accepted a position as bookkeeper for a Joplin business concern, remaining in the employ of that company for two years. Shortly thereafter, he became associated with the O'Neal Fruit Company, and operated a wholesale fruit company of his own for a brief period on Main street between Second and Third north and west Texas and in New Mexico. The Landreth Production Corporation was formed, with William H. Landreth as chairman of the board of directors, and now has oil properties and gasoline plants in west Texas, on the Gulf coast and in New Mexico.

In 1926, he and E. A. Landreth formed the Landreth Building Corporation and erected an 18-story building at Fourth and Locust streets in St. Louis. William H. Landreth was named president of the corporation, which still owns the building in addition to considerable real estate holdings in and around St. Louis and in Joplin. Considerable mineral lands and leases in the Missouri, Kansas and Oklahoma lead and zinc mining fields also are owned by the corporation.

Always active in the development of Joplin, Mr. Landreth was chairman of the committee which brought about the building of the city's present Y. M. C. A. building, and he formerly served as president of the Y. M. C. A. board of directors.

For three years a member of the old park board commission, he was largely influential in the work carried forward for the beautifying of the city. In 1926 he purchased and donated almost 200 acres of land in what was known as the Kansas City bottoms to the city for park purposes, and that tract later became the present Landreth park, one of the city's finest. Mr. Landreth was active in the development and beautifying of the park.

Headed Relief Committee.

Several years ago he served as chairman of the Jasper county relief committee under former Governor Caulfield, and was actively in charge of relief work throughout the county for some time even after

No funeral arrangements have been made, but members of the family have requested that instead of flowers, any remembrances be given to the Health and Welfare Association or any other charitable organization.

Born in Illinois.

Mr. Landreth was born October 24, 1872, at Dawson, Ill., the son of Mr. and Mrs. George Landreth.

In 1874, when he was 2 years old, he was taken by his parents to Fredonia, Kan., where his father established a mercantile business, and in 1878 to Querida, Colo., where his father engaged in silver and lead mining. He returned with his family to Beloit, Kan., in 1881, moving with them to Pittsburg, Kan., in 1888. In 1889, his father took his family to Carterville and became a mine operator in this district, moving to Joplin August 1, 1892.

Mr. Landreth attended Joplin Business college, and in 1893 accepted a position as bookkeeper for a Joplin business concern, remaining in the employ of that company for two years. Shortly thereafter, he became associated with the O'Neal Fruit Company, and operated a wholesale fruit company of his own for a brief period on Main street, between Second and Third streets.

He was married February 17, 1897, to Miss Edith Cotton of Joplin, daughter of Mr. and Mrs. J. B. Cotton, and in 1898 became associated with the late I. E. Manley in the Manley-Landreth Machinery Company, with headquarters at Fourth street and Virginia avenue. He later purchased Manley's interest in the concern and established the Landreth Machinery Company at its present place of business at 501 East Fourth street.

The company has dealt extensively throughout the district since that time, specializing in the sale of mining machinery. Mr. Landreth resigned only recently as president of the company because of his ill health, and his post was assumed by a brother, H. H. Landreth, who has been associated with him in the company many years.

Developed Oil Lands.

In 1919, Mr. Landreth became associated with another brother, E. A. Landreth, now of Fort Worth, Tex., in the development of oil lands in the building in addition to considerable real estate holdings in and around St. Louis and in Joplin. Considerable mineral lands and leases in the Missouri, Kansas and Oklahoma lead and zinc mining fields also are owned by the corporation.

Always active in the development of Joplin, Mr. Landreth was chairman of the committee which brought about the building of the city's present Y. M. C. A. building, and he formerly served as president of the Y. M. C. A. board of directors.

For three years a member of the old park board commission, he was largely influential in the work carried forward for the beautifying of the city. In 1926 he purchased and donated almost 200 acres of land in what was known as the Kansas City bottoms to the city for park purposes, and that tract later became the present Landreth park, one of the city's finest. Mr. Landreth was active in the development and beautifying of the park.

Headed Relief Committee.

Several years ago he served as chairman of the Jasper county relief committee under former Governor Caulfield, and was actively in charge of relief work throughout the county for some time even after resigning his post as the directing head of the work. He also was associated with crippled children's work and similar enterprises in this county.

He was especially active in civic work with the Chamber of Commerce and Ozark Playgrounds Association, and was a charter member of the Joplin Rotary Club. He served as president of the club in 1920. He formerly served as a member of the board of directors of Freeman hospital, and was influential in the upbuilding of that institution.

He was a thirty-second degree Mason, a member of Joplin lodge No. 335, A. F. & A. M., and associated for many years with both Scottish Rite and York Rite activities. He also was a Knight Templar and a Shriner.

Surviving, besides his wife and the two brothers, E. A. Landreth and H. H. Landreth, are two daughters, Mrs. Helen Rainey of Joplin and Mrs. Ruth Winn of Syracuse.

(Continued on page 2)

of Joplin. Funeral services will be held in Joplin.

W. H. LANDRETH DIES FROM HEART ATTACK

(Continued from page 1)

N. Y.; two other brothers, J. P. Landreth of Evanston, Ill., and Ernest L. Landreth of Corpus Christi, Tex.; two sisters, Mrs. W. R. Neal of Odessa, Tex., and Mrs. Winslow Lawder of Pasadena, Calif., and three grandchildren, Patricia Rainey and Martha Lou Rainey of Joplin and William Fleming of Syracuse.

REC'D APR 21 1939

MISSOURI STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH

11173
Do not use this space.

1. PLACE OF DEATH
(a) County Jasper | Registration District No. 44
(b) Township Center | Primary Registration District No. 2002 | Registered No.
(c) City Joplin | (d) Street No. 536 N. Wall St.
(If death occurred in Hospital or Institution, write its name instead of street and number)
(e) Length of residence in city or town where death occurred 42 yrs. mos. ds. (f) How long in U. S., if of foreign birth? yrs. mos. ds.

536

2. PRINT FULL NAME William H. Landreth
(a) Residence, No. 536 N. Wall St.
(Usual place of abode, if no street address, write county or city) (If nonresident, give city or town and State)

PERSONAL AND STATISTICAL PARTICULARS

3. SEX	4. COLOR OR RACE	5. SINGLE, MARRIED, WIDOWED, OR DIVORCED (write the word)
Male	White	Married

5A. IF MARRIED, WIDOWED, OR DIVORCED — HUSBAND OF (OR) WIFE OF: Edith Cotton Landreth

6. DATE OF BIRTH (MONTH, DAY, AND YEAR) Oct. 24, 1872

7. AGE — YEARS	MONTHS	DAYS	If LESS than 1 day, ...hrs. or ...min.
66	5	4	

OCCUPATION
8. Trade, profession, or particular kind of work done, as sawyer, bookkeeper, etc. Head of Landreth
9. Industry or business in which work was done, as saw mill, bank, etc. Machinery Co.
10. Date deceased last worked at this occupation (month and year)
11. Total time (years) spent in this occupation

12. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Dawsons, Ill

FATHER
13. NAME Geo. W. Landreth
14. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Big Stone Gap, Va.

MOTHER
15. MAIDEN NAME Mary
16. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Litchfield, Ill.

17. INFORMANT (ADDRESS) H. H. Landreth 423 N. Moffet

18. BURIAL, ~~CREMATION, OR REMOVAL~~ PLACE Mt. Hope DATE March 31, 1939

19. FUNERAL DIRECTOR (NAME) (ADDRESS) Hamhill-Dillon Joplin Mo.

20. FILED 3-30-1939 E. D. Jones Local Registrar.

MEDICAL CERTIFICATE OF DEATH

21. DATE OF DEATH (MONTH, DAY, AND YEAR) March 28, 1939

22. I HEREBY CERTIFY, That I attended deceased from May 17, 1937, to March 28, 1939
I last saw h... alive on March 28, 1939 Death is said to have occurred on the date stated above, at 5:35 A.m.
The principal cause of death and related causes of importance were as follows:

	Date of onset
Arteria Sclerotic nephritis with "malignant hypertension"	unknown
121	

Other contributory causes of importance:

(1) Pulmonary edema (acute fatal)	3-28-39
(2) Acute cardiac dilatation	"
(3) Tertiary uremia	

Name of operation None Date of
What test confirmed diagnosis? Clinical findings Was there an autopsy? No

23. If death was due to external causes (violence), fill in also the following:
Accident, suicide, or homicide? Date of injury, 19
Where did injury occur? (Specify city or town, county, and State)
Specify whether injury occurred in industry, in home, or in public place.
Manner of injury
Nature of injury

24. Was disease or injury in any way related to occupation of deceased? No
If so, specify

(Signed) [signature], M. D.
(Address) 607 Main St. Joplin, Mo.
204 Sarah Kelly

(Licensed Embalmer's Statement on Reverse Side)

N. B.—Every item of information should be carefully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important.

WHITE PLAINLY, WITH UNFADING INK—THIS IS A PERMANENT RECORD

Long-Time Joplin Physician, Dr. Harry K. Wieman, Dies

Dr. Harry Kramer Wieman, 60, 536 N. Wall Ave., long-time Joplin physician, died at 9:45 a.m. Wednesday at his home after an illness of several months.

Dr. Wieman was born Oct. 13, 1921, in DeSoto. He received his bachelor of arts and bachelor of science degrees from the University of Missouri-Columbia and his doctor of medicine degree from Washington University School of Medicine at St. Louis in 1946.

He served an internship at St. John's Hospital in Tulsa, Okla., and residencies in internal medicine in Boston at the Chelsea Naval Hospital and the New England Deaconess Hospital.

He then became chief of medicine at the Naval Air Test Center Hospital at Patuxent River, Md. His seven years in the Navy also included a tour of duty as a ship's physician aboard the aircraft carrier USS Tarawa.

Dr. Wieman opened private practice in internal medicine in Joplin in 1959. He served terms as chief of staff of both St. John's and Freeman hospitals, and in 1965-66 was president of the Jasper County Medical Society. He was a member of the American Medical Association, Washington University Medical Center Alumni Association, Missouri Society of Internal Medicine, American Society of Internal Medicine, Jasper County Medical Society and was a staff member of Freeman Hospital and St. John's Regional Medical Center. He was a member of Beta Theta Pi social fraternity, Phi Beta Pi medical fraternity and Twin Hills Golf and Country Club.

He married Mary Elizabeth Campbell Dec. 27, 1944, in Tulsa. She survives.

Other survivors include two daughters, Mrs. Kathleen W. Robertson, Crestwood, and Mrs. Deborah W. Godfrey, Columbia; a son, Mark Eric Wieman, Onalaska, Texas; his mother, Mrs. Myrtle K. Wieman, DeSoto; a sister, Mrs. Elizabeth W. Koppenbrink, Higginsville; and two granddaughters.

The family will receive friends at Thornhill-Dillon Mortuary from 7 to 8 p.m. today.

The body will be cremated. A memorial service will be held at 7:30 p.m. Friday at St. John's Regional Medical Center Chapel with the Rev. Benedict W. Harter officiating.

Memorial contributions may be made to the St. John's Radiology Therapy Department, coronary care unit, hospice unit or the Joplin Chapter of the American Cancer Society.

Joplin Globe
Thurs. March 25, 1982

POST ART LIBRARY

MEMORIALS

The following are paid memoriums provided by family, friends, and loved ones.

Mary Campbell Wieman



Joplin, Mo. -- Retired Joplin school teacher Mary Campbell Wieman, age 76, Joplin, died at 7:06 p.m. Monday, May 22, 2000, at her residence after a short bout with cancer.

The widow of Dr. Harry Kramer Wieman, longtime Joplin physician, Mrs. Wieman was born November 24, 1923 in Eldorado, Ark., to John Wesley and Marguerite McNamara Campbell.

Mrs. Wieman attended Missouri University, Columbia, graduating with honors from the School of Journalism. While in college, she participated in Pi Beta Phi social sorority, was on the Pan Hellenic council, directed the campus weekly newspaper, was a member of the Women's Self Governing Association, War Board, Canteen Committee, and KEA sophomore honorary. She was a member of Mortar Board, Kappa Tau Alpha, and Theta Sigma Phi.

She and Dr. Wieman moved to Joplin in the early 1950s where she was a member of A.A.U.W., Women's Club of Joplin, and Jasper County Medical Society Auxiliary. She served as troop leader for the Girl Scouts and member of Multiple P.T.A. boards. She also wrote the Joplin Globe Sunday Book Review for many years. Recently she was active with several study groups including Travel Club, Ridpath and Fully Human.

After receiving teaching credentials from Kansas State College, Pittsburg, Kan., Mrs. Wieman taught at East Junior High, Joplin Senior High, and Memorial High schools. While at the high school, she was advisor for the Joplinmo yearbook and Spyglass newspaper which won several awards during her tenure. She also initiated the literary magazine for Joplin Senior High

Joplin Globe
Weds. May 24, 2000

eral study groups including Travel Club, Ridpath and Fully Human.

After receiving teaching credentials from Kansas State College, Pittsburg, Kan., Mrs. Wieman taught at East Junior High, Joplin Senior High, and Memorial High schools. While at the high school, she was advisor for the Joplinmo yearbook and Spyglass newspaper which won several awards during her tenure. She also initiated the literary magazine for Joplin Senior High School. When not involved with publications, Mrs. Wieman taught English 4 in the honors and regular programs. She was a teacher for 13 years.

After retiring in 1976 following a leave of absence to care for terminally ill family, Mrs. Wieman volunteered extensively in the Joplin area, especially at the Joplin Public Library where a memorial fund has been established in her name.

She was preceded in death by her husband, Harry K. Wieman on March 24, 1982, and is survived by two brothers, John and Tom Campbell of Tulsa, Okla.; three children, Kathleen W. Robertson of St. Louis, Mo., Deborah W. Godfrey of Hickory, N.C., and Mark E. Wieman of Livingston, Texas. Her grandchildren include Gwendolyn and Victoria Robertson, Matthew and Mark Godfrey, and Omid, Amir, Mitra, Adam, and Ali Ghaemmaghami.

A prayer service will be held Wednesday at 7:00 p.m. followed by visitation from 7:30 to 8:30 p.m. at Thornhill Dillon Mortuary. Father Justin Monaghan will officiate. A funeral mass will be held at St. Mary's Catholic Church, Father Monaghan officiating, at 12:30 p.m. Thursday. The family requests memorial contributions to: Mary C. Wieman Endowment Trust, in care of Joplin Public Library, 300 Main Street, Joplin, Mo. 64801.

THORNHILL-DILLON MORTUARY
6th & Byers 623-4567
www.joplinglobe.com

The Joplin Globe
JOPLIN, MISSOURI SUNDAY, SEPTEMBER 6 SECTION D

Seven Stops Planned . . .

Historical Homes Tour Scheduled Next Sunday

By HARLAN SNOW
Staff Writer

The fourth annual Historical Homes Tour sponsored by the Joplin Historical Society, will be held from 2 to 6 p.m. next Sunday, Sept. 13, "rain or shine."

Seven homes, ranging from one built in the 1840-50 period to one completed this year, are included on the tour. Visitors will see representative homes of several architectural periods.

The homes on the tour will be: "History House," 5240 N. Florida Ave. owned by Mr. and Mrs. Myral Butler; Schifferdecker Gardens, 2520 Hampton Place owned by Mr. and Mrs. Elwood L. McCune (garden tour only); Frederick Rogers home, 536 N. Wall Ave., owned by Dr. and Mrs. H. K. Wieman; Dr. Miller O. Coombs home, 930 N. Moffet Ave., owned by Mr. and Mrs. Raymond Birk; the new home of Mr. and Mrs. Ed Gregory, 2130 Wisconsin Ave.; the George Braun's home, at 1848 S. Galena Ave., Galena, Kan., owned by Dr. and Mrs. Robert G. Powell, and the Ed Schefferdecker home, 835 E. 8th St., Galena, owned by Mr. and Mrs. Bill Gayl Brady.

Representative views of the homes are shown in accompanying photographs.

Tickets for the tour are priced at $1.50 per person for society members and $2 per person for non-members. Advance tickets may be purchased from any member of the homes tour committee, First National Bank, at the office of Keystone Laundry, or direct from Miss Fern Gray, society treasurer, at 901 S. Byers Ave. There will be ticket tables at each of the seven homes on the day of the tour. A 12-page brochure, giving history of the homes and their owners, will be provided to each ticket purchaser, along with a tour map.

Mrs. Winfred L. Post and Mrs. C. B. Morgenthaler are co-chairmen of the tour. Sixteen society members serve on the committee. Net proceeds will finance society projects.

The society provided the following information on the various homes.

Mrs. Butler is shown beside the original fireplace in the living room of "History House." She is holding an oval glass plate, a souvenir, dated 1876, of the First U.S. Centennial. The plate belonged to the late Harry Woodell, former fire chief here. Vases and figures on the mantel were made by Mrs. Butler.

Homesteaded in 1837, the home was marked by a bronze tablet at the side of the front entrance, in April, 1937, by the Joplin Chapter of the Daughters of the American Revolution, to commemorate the 100th anniversary of the homesteading of Rothanbarger's first 360 acres on Turkey Creek. The home features hand-pressed brick from Rothanbarger's own brick kilns along the creek, wooden pegs, square-headed wrought iron nails, deep chimney cupboards, and wooden lost pegs.

A wagon trail going past the house and spring was used by escaping slaves, bush whackers, pioneers in covered wagons and wounded soldiers in the Civil War.

A new work study wing of the home will feature a demonstration by students of Mrs. Butler, making lace-draped porcelain figures, china painting and ceramics. Mrs. Rothellen Pittman, Mrs. Bill Allen and Mrs. James Campbell will be the artists.

The name Schifferdecker Gardens applies to eight acres, owned by Mr. and Mrs. McCune, homesteaded by Solomon Rothanbarger about 1847, near Turkey Creek. The first cabin, a one-room frame structure, was built against the bluff and made bullet-proof in the Civil War by inserting bricks between the studs. Rothanbarger sold the acreage in 1876 to Charles Schifferdecker, who developed a picnic area called Schifferdecker Gardens, where many citizens took lunch and drank beer Schifferdecker made at his nearby brewery.

The McCunes, who bought the property 28 years ago, have remodeled the house, and kept the gardens growing. Eight springs on the property have been converted into an irrigation system to sustain the gardens.

Mrs. McCune was photographed at a small garden centered by one of the springs and close to the entrance of a cave in the bluff where Schifferdecker cooled his beer.

Mrs. Wieman is shown in the dining room of the Frederick Rogers Home. The dining room features ceiling beams and mahogany paneling and imported crystal chandelier. The home will be open on the first floor only.

The home is a large gracious yellow brick, finished with hand-carved oak mantel and mahogany paneling. It was built in 1906 by Frederick Rogers of the mining firm of Holmes, Cope and Rogers on what was then the highest point of land in Joplin. It was later owned by the William H. Landreths, the Henry Aspins and purchased by the Wiemans in 1955. It was designed by Austin Allen, a Joplin architect.

The Dr. Miller Coombs residence, adapted from English Tudor design, was built in 1928 and represents a copy of a home in Cincinnati, Ohio, the native home of Mrs. Coombs. The local architects were Smith and Van Pelt. Wrought iron in the house was custom made by a Cincinnati firm. The house still has the original slate roof and copper guttering. The home will be open on both the first and second floors. Special features include random-width field stones on the first floor, timber and stucco on the second floor and leaded pane windows.

The Ed Gregory home, completed this year, is in contrast to the other homes. This is the first year for a new home on the tour. The Gregorys designed their home along Colonial lines, white brick, six imposing white columns and dark shutters. Mrs. Gregory is pictured standing at the entrance steps.

The Gregory home is on a five-acre tract, a portion of a 400 acres originally deeded by the United States to Mason Greaver on March 16, 1837.

Only two families have ever lived in the gracious, white clapboard, three-story frame home of Dr. and Mrs. Robert G. Powell of Galena. Built by George Braun in 1896, the home will be open on two floors. Visitors will see a chest brought to Kansas in a covered wagon in 1865 by Mrs. Powell's great-grandparents.

The wooded area was first ceded to the Cherokee Indian Nation by the United States in 1835. Later, it was ceded back to the federal government and then sold to the Spring Grove Land Co., from which George Braun purchased the acreage in the early 1880s. Braun, an uncle of George Potter of Joplin, was associated with Oliver S. Pucher of the Pucher Land Co. as an ore lawyer.

Mr. and Mrs. Brady are pictured standing at either side of a "pigeonhole Post Office" desk in the Schermerhorn home in Galena. The large Jacobean-period, red brick home with round towers and sharp pinnacles, large porches and small balconies, was built in the 1892-95 period by Schermerhorn, a wealthy banker, miner and lawyer. He tied in many ways with Charles Schifferdecker of Joplin. The 12-room home is filled with interesting and unusual furniture and art objects.

With 150 years of architecture represented in the four visitors can compare materials, styles and decorations of various periods of history in the Joplin area.

Committee assignments for the tour are as follows:

Hostesses — Mrs. Roy H. Ford, Mrs. Victor Aflen, Mrs. Edward S. Phinney and Mrs. H. W. Robertson Jr.

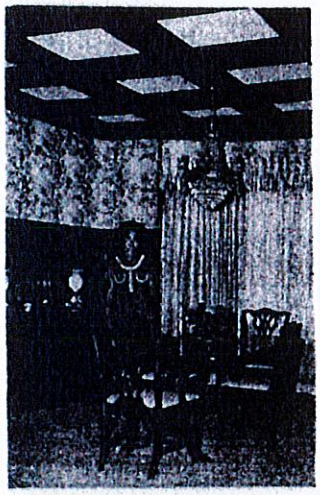
Tickets — Mrs. Ray Sharp, Mrs. Bruce Adamson, Mrs. Leroy Hickey, Mrs. Lora Hannah, Mrs. Thornton Land, Mrs. J. W. McAlister Jr. and Mrs. Harry L. Pate.

Publicity and brochures — Mrs. David Hosser, Mrs. Elizabeth Molloy and Mrs. David Blair.

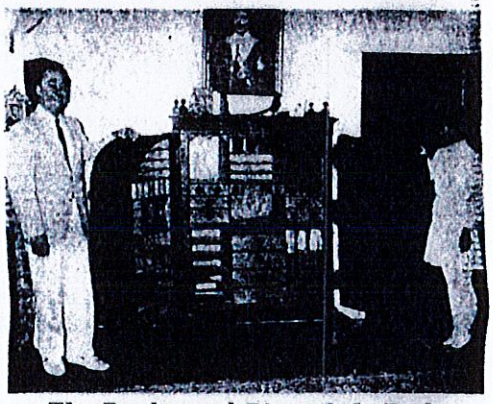
Tickets and finance — Miss Fern Gray and Mrs. Marguerite Jeffries.



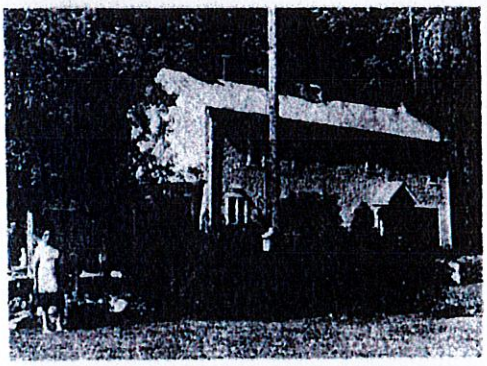
Tudor Style Used in Coombs House, Owned by Birks



Mrs. Wieman at Home



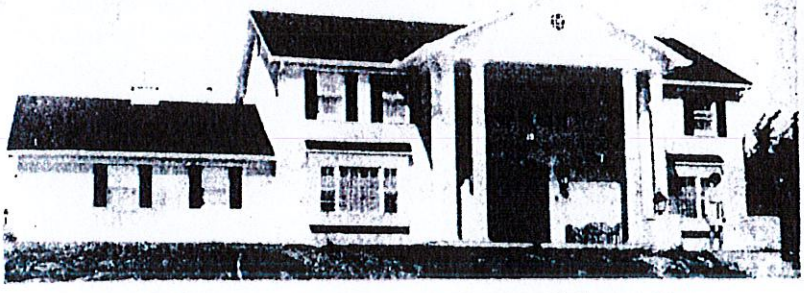
The Bradys and Pigeonhole Desk



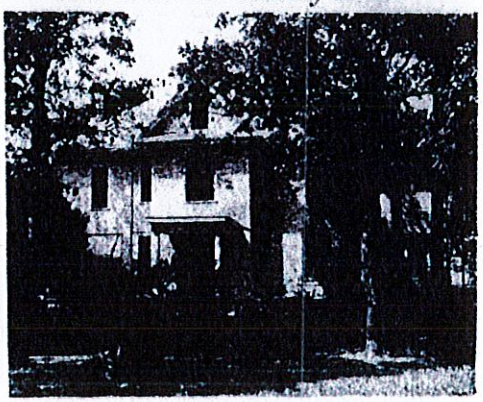
McCunes' Schifferdecker Gardens



Mrs. Butler in "History House"



New Ed Gregory Residence Styled on Colonial Lines



Powells' Galena Home Built 1896

The formal living room at the Robert Fleming residence, 1820 Sheri... ...nese red floral print which has been used for the draperies and to... ...cover the sofa. Walls and carpet are cream-colored.

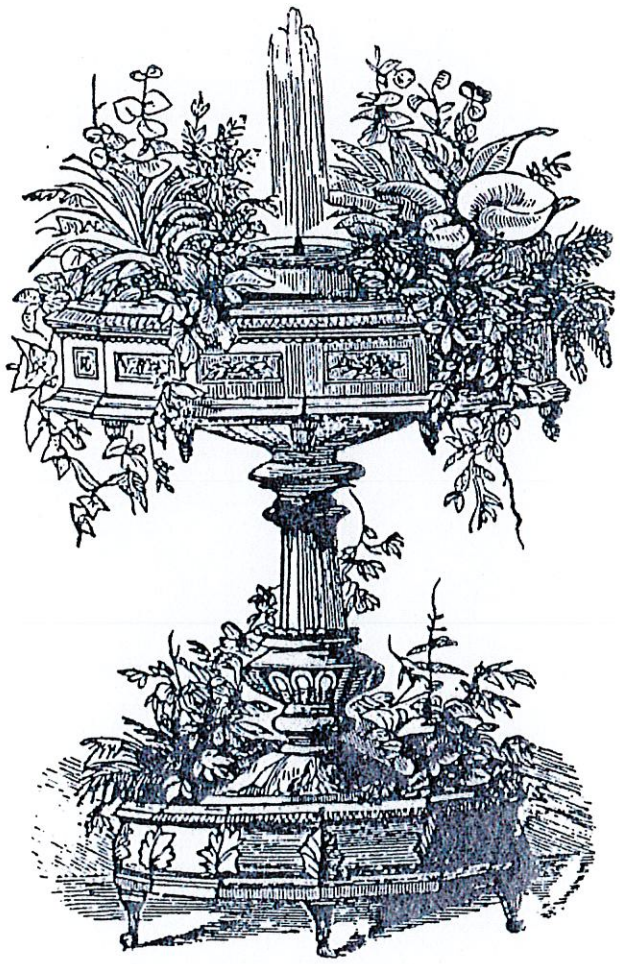
Homes tour treat slated on Sunday

...

...

...

SPRING HOMES TOUR AND BAZAAR



May 8, 1993
Joplin and Carthage, Missouri

NORTH HEIGHTS

A PLACE TO BELONG.

Place matters.

You belong to an extraordinary place. A place rooted in the past. A place brimming with possibility.

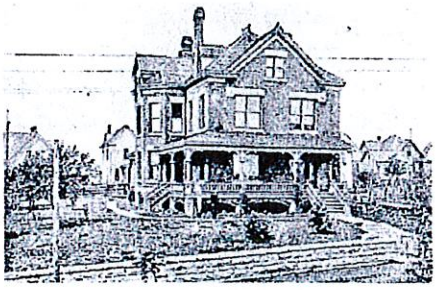
North Heights is a place where people stroll down sidewalks shaded by 100 year old trees. North Heights is a place of front porches and walking mail carriers. Children ride bicycles and run through sprinklers. It is a place where neighbors greet each other in the street and meet over barbeques.

North Heights is that kind of place, a place to belong.

The Story of Our Place

The story of North Heights is intertwined with the story of Joplin. The City of Joplin was founded on the heels of a mining boom in 1873. Most of the area we now call North Heights was owned and mined by the Granby Mining Company during the 1870s and 1880s. Few traces of that mining past can be found in the neighborhood today. The mining company sold most of the land between what are now A and F streets to the City of Joplin in 1891, and development began soon afterward. The original Columbia Elementary School (then called North Heights School) was built the following year on the corner of E street and N. Moffet, becoming an anchor for the developing residential neighborhood. The current Columbia Elementary School building was constructed in 1927, and remains an important part of the neighborhood to this day.

North Heights is unique in that much of the historical character of the neighborhood has been spared construction and demolition over the years. Homes of some of Joplin's founding fathers still stand here. One of the oldest buildings in North Heights is the Craigin Mansion at 516 N Wall Avenue, part of which was originally constructed in 1871. Having served a number of purposes through the years, today the Craigin Mansion is a part of the Neighborhood Life House, a faith-based community development and improvement organization serving the neighborhood's residents.



Sources: http://www.joplinmo.org/DocumentCenter/View/5677, http://www.historicjoplin.org/, http://neighborhoodlifehouse.org/#about, http://cdm.sos.mo.gov/cdm/ref/collection/jplnpstcrds/id/701

P & Z Case 008-18
Kenneth Meisinger
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-252 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property known as the Frederick H. Rodgers House as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 536 N. Wall Avenue in the City of Joplin, Jasper County, Missouri.

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

LOTS 123 AND 124 IN NORTH HEIGHTS ADDITION, LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by including in a Historic Preservation Overlay District.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MEETING MINUTES

March 19, 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. Shaw.

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, 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. Absent: Miranda Lewis. Motion by Mr. Shaw, second by Mr. West to excuse Mrs. Lewis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0.

PRESENTATIONS
Becky Zimmerman, a consultant with Design Workshop in Aspen, CO, presented the final report and recommendations to the city council on the Independent Tourism Study. Her recommendations were to improve visitor experiences, increase the number of visitors, capture visitor spending and emphasize results-driven tourism marketing. She highly recommended developing a conference center with a hotel that will bring the most number of people to Joplin on a consistent basis, and it has an opportunity to benefit all of the hotel properties and the restaurants and the retail markets, which will spread the economic impact through all of Joplin's business sectors. At the end of the presentation, the city council decided to implement the Next Steps as outlined by Ms. Zimmerman. Next Steps: the CVB should decide which recommendations are priorities and discuss with City Council; collect visitor data, undertake identity and branding study and increase lodging tax for new conference facility. Mr. Stinnett asked that a timeline be established to include periodic updates from CVB Director Patrick Tuttle to keep the council updated and informed of the progress and direction of the next steps.

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
Jabbar Wesley, 3025 SE Clover Drive, Lee Summit, MO, introduced himself as the Government Affairs contact for Spire, a natural gas distribution company that is made up of several natural gas company acquisitions. Mr. Wesley stated Joplin is part of his territory and offered his services to Joplin as part of his representation to this area.

PUBLIC HEARINGS

CONSENT AGENDA
Minutes of the March 5, 2018 Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY
Mr. Stinnett introduced COUNCIL BILL NO. 2018-110 - AN ORDINANCE approving the City of Joplin to enter into an agreement with the Kansas City Southern Railway Company for the storm drainage improvements under the railroad within the railroad right of way and located 430 feet south of 12th Street and associated with Storm Water Project #12; 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. Stinnett, second by Mr. Stanley that Council Bill No. 2018-110 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-035.**

Mr. West introduced COUNCIL BILL NO. 2018-111 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Dalton-Killinger Construction Company for the construction of the Surface Project 4006, in the amount of Three Million, Seven Hundred Fifty-Three Thousand, Eight Hundred Twenty-Two and 09/100 Dollars ($3,753,822.09); 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. Stanley that Council Bill No. 2018-111 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-036.**

Mr. West introduced COUNCIL BILL NO. 2018-353 -AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 312 N. Schifferdecker Avenue in the City of Joplin, Missouri, for Three Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($3,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mrs. Colbert-Kean that Council Bill No. 2018-353 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-037.**

Mr. Brown introduced COUNCIL BILL NO. 2018-354 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1109 S. Indiana Ave. in the City of Joplin, Missouri, for Three Thousand One Hundred Ninety-Nine and 00/100 Dollars ($3,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mr. Stanley that Council Bill No. 2018-354 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-037.**

Mr. Stanley introduced COUNCIL BILL NO. 2018-355 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 2004 N. Park in the City of Joplin, Missouri, for Two Thousand Four Hundred Ninety-Nine and 00/100 Dollars ($2,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2018-355 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-038.**

Ordinances – First Reading

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business
Mr. Stanley introduced Case 009-18: 1813 W. 20th Street - A request to Review the Site Plan for Proposed Mini-Storage Units from Countryside Self Storage**.** Motion by Mr. Stanley, second by Mr. Stinnett to approve the Site Plan. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1.

Boards and Commissions Reappointments and New Appointment
Motion by Mr. Shaw, second by Mr. Stinnett to approve the following reappointments:
City Tree Board: Lauren Copple
Building Board of Appeals: William Tylle

The following new appointments were made:
Joplin Redevelopment Corporation: Lindsay Taggart
Building Board of Appeals: Rylee Hartwell

News from Public Information officer, Lynn Onstot:
Joplin Parks and Rec Department has added a twist to the traditional egg hunt… hunting in the DARK! Children ages 3-10 are invited to the Flashlight Easter Egg Hunt this Saturday, March 24. Over 10,000 eggs will be scattered on four softball fields at the Joplin Athletic Complex with different ages hunting on different fields. Children will need to bring a flashlight and container to collect eggs. There is a $3 per child entry fee and pre-registration is required by Thursday, March 22. The Department has also partnered with the Joplin Association for the Blind to add another hunt that Blind, Visually Impaired and Handicapped children ages 3-10 can join the fun. The hunt will feature "beeper eggs" along with candy and toy filled eggs. This hunt is free for those eligible to register, with the Association covering the registration fee.

Parks and Rec have hit an all-time high with their soccer registration – but there's still room for your child to join the Youth Developmental Soccer program. Kids are grouped according to their age, with teams playing a 6-game regular season schedule. Cost is $40, and players receive a mesh jersey, shorts, socks and soccer ball. Deadline is Tuesday, March 20. Parks & Rec is also looking for volunteer coaches to help with the program. To register for either of these activities, please call the Parks & Rec office at 625-4750 or visit www.joplinparks.org.

Just a reminder – Joplin will be 145 years YOUNG on Friday, March 23. As part of this year's Birthday Celebration for Joplin, we're inviting the public to tell us what they like about Joplin. Or they can post on the City's Facebook page or contact me at lonstot@joplinmo.org .We'll gather all the entries and reveal them at the City's Birthday party at 11 a.m. on Friday, March 23. Event attendance is not required to submit your compliment!

Mayor Seibert announced that Jeff Neal, Chief Executive Manager of Neal Group Construction will be honored by the Missouri Preservation Group on Thursday, March 22 at the State Capitol in Jefferson MO. Jeff and his wife, Carolina, will receive the McReynolds Award for their work on over 100 projects dealing with historic preservation, since 2004.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1.

There being no further business, the meeting was adjourned at 7:33 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018
Council Bill No. 2018-112

Item: Construction Agreement with Bennett, Inc. for the construction of the Yellow Area Projects (West of Maiden lane).

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Maps (6)
3) Agreement
4) Council Bill No. 2018-112

Public Works: David Hertzberg	Date:
Community Development: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a construction agreement with Bennett, Inc. in the amount of Two Million, Two Hundred Forty-Three Thousand, Four Hundred Seventy-Four and 75/100 Dollars ($2,243,474.75) for construction of Yellow Area Projects, funded through CDBG-DR.

Background: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included these projects. In April of 2016 the City of Joplin approved a contract with Jacobs Engineering Group for the design, bidding and construction management of various disaster recovery projects which included the Projects in the Yellow Area. This project includes storm water projects on 23rd Street and S. McCoy Avenue, Adele Drive, Sunset Drive, S. McCoy Avenue (south of 26th), and various surface projects in the Yellow Area. The Yellow Area includes Projects from Kelley Drive to Maiden Lane and 20th Street to 32nd Street. These projects were bundled together to create a larger overall project to increase the competitive bids.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on March 13, 2018 with 4 firms bidding with one firm being non-responsive. Bennett, Inc. provided the lowest bid which was below the engineer's estimate. The contractor will start construction after contracts are signed and weather permits with completion in Fall of 2018.

Recommendation: City staff recommends approval of a construction agreement with Bennett, Inc. in the amount of Two Million, Two Hundred Forty-Three Thousand, Four Hundred Seventy-Four and 75/100 Dollars ($2,243,474.75) for construction of the Yellow Area Projects be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-112 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Bennett, Inc. for the construction of the Yellow Area Projects, in the amount of Two Million, Two Hundred Forty-Three Thousand, Four Hundred Seventy-Four and 75/100 Dollars ($2,243,474.75); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Bennett, Inc; for the purpose of constructing the Yellow Area Projects; in the amount of Two Million, Two Hundred Forty-Three Thousand, Four Hundred Seventy-Four and 75/100 Dollars ($2,243,474.75), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Distaster Recovery Fund (CDBG-DR)

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG- DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

Agreement

CITY OF JOPLIN AND BENNETT INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by the parties identified above.

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

STORMWATER DRAINAGE AND STREET INFRASTRUCTURE IMPROVEMENTS
YELLOW AREA
CDBG-DR GRANT No. B-13-MS-29-0001

- Roadway and Drainage Improvements – W. 23rd St. & S. McCoy Ave.
- Storm Sewer System – Adele Drive
- Storm Sewer System – Sunset Drive
- South McCoy Ave. – Pipe Replacement
- LMI Street Improvements (included in the Bid Alternates)
- Non-LMI Street Improvements (included in the Bid Alternates)

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by October 12, 2018.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day,

or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

b. Davis Bacon: The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of

Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

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

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

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

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

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

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

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

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

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

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

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

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

5. **Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **Two Million Two Hundred Forty Three Thousand Four Hundred Seventy Four and 75/100 ($2,243,474.75)** dollars conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. **Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects**: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

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

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

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

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

e. Has not been in breach of contract with the City of Joplin within the last two years.

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

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

7. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor

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

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2,500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **Liability and Indemnity**.

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

    b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any

subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to

pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. **Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **Architectural Barriers.** This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

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

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

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

    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (February 1, 2017 Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Acknowledgment
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of **Two Million Two Hundred Forty Three Thousand Four Hundred Seventy Four and 75/100 ($2,243,474.75)** dollars, said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

    c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a

facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. Procurement of Recovered Materials. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. Lead Based Paint Poisoning Prevention Act. Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

32. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. Anti-Kickback Rules. The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

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

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

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

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

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

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

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

37. Statement that Project is Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. Federal Labor Standards Provisions. The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

42. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on

the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer 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, and 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 Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by 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 Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked

Questions related to Section 3 are also included in Attachment A.

45. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped

employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

52. City of Joplin Conflict of Interest.

a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

55. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

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

58. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

CONTRACTOR: Bennett Inc.
103 NE 15th Ln
Lamar, MO 64759

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

_____
Troy Bolander, Director of Planning, Development
& Neighborhood Services

Stormwater Drainage and Street Infrastructure Improvements - Yellow Area

City of Joplin, MO - CDBG-DR Program

Bids Received: **March 13, 2018**

Bids Tabulated By: **Jacobs Engineering**

Bids Checked By: **Jacobs Engineering**

	Engineer's Estimate	Bennett, Inc.	Asbell Exc. & Trucking	Dalton-Killinger Construction	Sprouls Construction
Base Bid:	**$1,886,507.00**	$1,302,758.50	Non-Responsive	$1,396,667.65	$1,310,081.00
Alternates:					
1 - W. 30th St.	**$124,600.00**	$77,201.00	Non-Responsive	$73,696.00	$88,232.00
2 - W. 24th St. / Roosevelt	**$500,951.00**	$302,035.75	Non-Responsive	$275,487.45	$364,176.00
3 - S. Adele Ave.	**$102,896.00**	$98,821.50	Non-Responsive	$102,609.60	$109,797.70
4 - S. Tyler Ave.	**$86,871.00**	$87,509.50	Non-Responsive	$90,941.60	$98,877.00
5 - S. Jefferson Ave.	**$78,913.00**	$83,069.00	Non-Responsive	$87,779.60	$94,517.00
6 - W. 22nd St. Ave.	**$40,661.00**	$32,469.50	Non-Responsive	$35,304.30	$38,462.50
7 - Mylinda Leah Ln.	**$122,095.00**	$73,338.00	Non-Responsive	$68,983.43	$88,953.00
8 - S. Mina	**$230,514.00**	$122,448.00	Non-Responsive	$108,100.50	$154,093.00
9 - W. 29th St.	**$111,918.00**	$63,824.00	Non-Responsive	$60,766.25	$77,762.00
Total Base Bid + Alternates:	**$3,285,926.00**	**$2,243,474.75**	**Non-Responsive**	**$2,300,336.38**	**$2,424,951.20**

JCB-DR2-PAP3-1
STORM WATER PROJECTS
ADELE CULVERT REPLACEMENT



N

JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

JCB-DR2
STORM WATER PROJECTS
S. MCCOY AVENUE CULVERT REPLACEMENT



N

JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

JCB-DR2-PAP3-1
STORM WATER PROJECTS
MCCOY AVENUE



N

JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

STREET IMPROVEMENTS
YELLOW AREA

FULL SIZE 22x34: 1 inch = 300 feet
HALF SIZE: 11x17 1 inch = 600 feet

Legend
- Parcels
- 2" Mill and Overlay



CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	HRGREEN WWW.HRGREEN.COM ADDRESS: 16020 SWINGLEY RIDGE ROAD SUITE 205, ST. LOUIS, MO 63017 PH: 636-519-0900 FAX: 636-519-0956	JACOBS HRG HRGreen	YELLOW STUDY AREA 2014 STUDY MILL & OVERLAY PROJECTS	EXHIBIT 13-A	SHEET 1 of 1

JCB-DR2-PAP3-1
STORM WATER PROJECTS
SUNSET DRIVE



N

JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

AGREEMENT BETWEEN
City of Joplin
AND
Joplin Bungalows, LLC
FOR THE
Joplin Bungalows Project

THIS AGREEMENT, is entered this _____ day of _____, 20____ by and between the Grantee of City of Joplin (herein called "Grantee") and Joplin Bungalows, LLC (herein called "Developer").

WHEREAS, the Grantee has applied for and has been awarded funds from the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant – Disaster Recovery fund, which is referred to herein as "CDBG-DR"; and

WHEREAS, the Grantee wishes to engage the Developer to assist the Grantee in using a portion of the CDBG-DR award in accordance with applicable notices, regulations and guidance from HUD;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

Developer will be responsible for carrying out CDBG-DR activities in a manner satisfactory to the Grantee and consistent with all standards required as a condition of providing these funds. Program activities will include the following uses and corresponding activities eligible under CDBG-DR [as described in exhibit A]:

A. Developer Responsibilities

1. Developer will carry out this program in accordance with the policies, procedures and other provisions of the U.S. Housing and Urban Development provided to Developer by Grantee, and incorporated herein by reference. Developer hereby agrees to accept and follow any written amendments to the Project by Grantee that are made as a direct result of additional guidance or regulations provided by HUD, as well as any written amendments that are mutually agreed upon by Grantee and Developer.

2. This program activity may include the acquisition of land and development of affordable housing that in accordance with the

definitions and requirements of the CDBG-DR program, to the extent that these activities are incorporated in this Section I and in Exhibit B.

3. Developer is responsible for providing the deliverables that are described in Exhibit B and Exhibit C, within the time periods and for the approximate budget amounts described therein. The total use of CDBG-DR funds provided under this Agreement may not exceed the total amount of CDBG-DR funds indicated in Section II(A) below.

4. Developer's expenditures for program delivery will be limited as follows, unless changes to the limits are agreed to in writing by the Grantee and Developer for a particular property:

    a. Minimum number of units to be developed and operated under the program: Thirty-two (32) units

    b. Minimum number of units to be occupied by low-income tenants: Seventeen (17) units

5. Project Compliance Requirements: Developer agrees to adhere and comply to all CDBG-DR project compliance requirements, including yet not limited to the following:

    a. Maintain proper financial and program administration records related to the management of the Project as identified by Grantee and set forth on Exhibit E, attached hereto and incorporated herein by this reference.
    b. Complete the construction of the Joplin Bungalows without exceeding the approved Project Budget and Schedule, as set forth on Exhibit B, attached hereto and incorporated herein by this reference.
    c. The Developer hereby agrees that the Property shall be used solely as an affordable housing complex and shall contain no less than seventeen (17) affordable housing units at any time prior to the expiration of the twenty (20) year period following the completion date (the "Affordability Period"). The Developer has obtained the express written consent of the City to such reduction. In addition to the foregoing, the Developer shall, at all times during the Affordability Period, maintain compliance with the requirements described in Section II Administrative Requirements.
    d. The Developer will secure and submit to the Grantee income verification information from all individuals benefiting from this

grant. The Developer must verify income utilizing the 24 CFR Part 5 definition according to HUD's standards. This will require the collection of source documentation which could include, but is not limited to, the most recent IRS 1040 tax form from each source of income for the household.

e. The Property meets regulations set forth by the City of Joplin's Code Division in order to obtain a building permit/certificate of occupancy.
f. All project contractors and sub-contractors are not federally debarred on SAM.gov.
g. All records and files related to the Joplin Bungalows are maintained and submitted to the City as required.
h. All project invoices are reviewed for completeness prior to submitting to the City for their review and reimbursement.
i. All respective parties will adhere to the Declaration of Deed Restriction and Covenant
j. All units rent prices must align with Fair Market Value throughout the Affordability Period.

6. Levels of Accomplishment – Performance Goals and Timelines

a. The Developer shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

Activity	**Performance Goal**	**Timeframe for Completion of Performance Goal**
Project Budget	Develop and follow project budget	See Exhibit B
Project Schedule	Develop and follow project schedule to ensure timely completion	See Exhibit C
LMI Compliance	At minimum 51% of the 32 units must be occupied by LMI individuals	Upon 95% occupancy 51% of the 32 units will be occupied by LMI individuals
Senior Availability	At minimum 17 of 32 units will be made available to seniors	Upon 95% occupancy 17 of 32 units will be occupied by seniors

Affordability Period	Unit rent prices must align with Fair Market Value for the affordability period of the project	Twenty (20) years from construction completion

B. Grantee Responsibilities

Grantee is responsible for the following tasks and deliverables.

1. Monitoring all program activities of Developer to assure compliance with the terms of this Agreement, including all CDBG-DR requirements.

2. Processing requests for disbursements of CDBG-DR funds, including necessary construction inspections, in a timely manner; Grantee will clearly and promptly describe any deficiencies identified by Grantee that prevent a disbursement or portion of a disbursement from being approved. Upon the request of Developer, Grantee must promptly itemize and describe such deficiencies in writing.

3. Ensuring that information required by the Recovery Act is reported in the Disaster Recovery Grant Reporting (DRGR) system or on www.FederalReporting.gov in a timely manner. Grantee must comply with the CDBG-DR performance reporting requirements and with any additional reporting requirements announced by HUD at any time during the duration of this agreement.

C. Income Eligibility Requirements

In accordance with 24 CFR Part 570.208(a) , the Developer will use CDBG-DR funds to construct affordable housing units to individuals whose incomes do not exceed 80 percent of area median income, unless otherwise required by the Grantee. The Developer must verify in the manner provided in this agreement.

D. Developer Staffing

The names and roles of Developer's key personnel executing the project are as follows:

Chief Executive Officer: John Joines

Director of Resource Development: Debbie Markman

Fiscal Director: Tony Wright

Community Development Director: Tammy Walker

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Developer based on goals and performance standards as stated above along with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If corrective action is not taken by the Developer within a reasonable period of time after being notified by the Grantee, contract suspension, recapture or termination procedures will be initiated. Developer agrees to provide HUD, the HUD Office of Inspector General, the General Accounting Office, the Grantee, or the Grantee's internal auditor(s) access to all records related to performance of activities in this agreement.

F. Progress Reports and Other Reports

Developer hereby agrees to provide quarterly progress reports in a timely manner all on forms to be provided by the Grantee.

Term of Construction

The Developer will be required to complete progress reports during the construction phase. These reports will be required on a quarterly basis through construction closeout.

Affordability Period

The Developer will be required to complete a separate progress report for affordability and unit occupancy throughout the affordability period of the project (twenty (20) years). These reports will be required on an annual basis. These reports must be generated using the income verification documents as referred to in section C. Income Eligibility Requirements and must be collected at time of tenant lease-up.

II. TIME OF PERFORMANCE

A. Start and Completion Dates

Services of the Developer shall start on the _____day of _____, 20___ and end on the _____ day of _____ 20____ with all CDBG-DR funds allocated having been expended, unless Grantee at its sole discretion approves a later completion date.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Developer is responsible for CDBG-DR reporting or compliance measures or remains in control of CDBG-DR funds or other CDBG-DR assets, including program income.

B. CDBG-DR Funds Expenditure Deadline

Developer must obligate the "total CDBG-DR funding" amount in Section III (A) herein by _____.

1. Funds for property acquisition will be reimbursed by entering into a valid and CDBG-DR-compliant purchase agreement.

2. Funds for construction are reimbursed based off actual construction costs.

3. Developer must submit requests for reimbursement on a monthly basis.

III. BUDGET

A. Program Budget

The total amount of CDBG-DR funding allocated to Developer is not to exceed $4,000,000.00. This amount represents an allocation of the Grantee's total CDBG-DR funding contingent upon Developer's performance.

B. Additional Budget Details

A detailed project budget and cash flow projections are included in Exhibit B. The Developer shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

The Developer will escrow net operating cash flow of the project to cover any anticipated negative variances.

IV. PAYMENT

It is expressly agreed and understood that the total amount of CDBG-DR funds to be reimbursed by the Grantee to the Developer under this Agreement shall not exceed the amount described in Section III.A. Requests for the payment of eligible expenses shall be associated with the budget line items in Exhibit B and in accordance with performance.

Such compensation will be reimbursed in progress reimbursements (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for reimbursement and a statement of work provided by the Developer and agreement by both the City and the Developer that the Developer has fully performed the work to be paid for in such progress payments in conformance with the agreement.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

VI. ENTIRE AGREEMENT

This agreement and it's exhibits between the Grantee and the Developer for the use of funds eligible for receipt supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Developer with respect to this Agreement. By way of signing this agreement, the Developer is bound to perform in accordance with this agreement or any approved amendment thereof.

Additional requirements associated with this agreement are described below.

Additional Requirements

I. GENERAL CONDITIONS

A. General Compliance

The Developer agrees to comply with all CDBG-DR requirements, including those found in the CDBG-DR Grant Agreement, B-12-MT-29-0001, and the requirements applicable to entitlement communities under CDBG regulations. The Developer also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Developer further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by Developer entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration. The Developer further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Developer is an independent contractor.

C. Workers' Compensation

The Developer shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. The Developer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

D. Insurance & Bonding

Without limiting any of the other obligations or liabilities of the Developer, the Developer shall secure and maintain at its own cost and expense, throughout the duration of this Agreement and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder

specified or which may arise out of the performance of the Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Developer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Developer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Agreement Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Developer and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. In the event the Developer fails to pay any premium on such policy when due, the insurance company agrees to notify Grantee of such past-due payment status. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin, Planning, Development, and Neighborhood Services, 602 S. Main Street, Joplin, MO 64801

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

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

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

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising

out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Developer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Developer, its employees, officers or agents. Developer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

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

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

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

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

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

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

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

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

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

E. Suspension, Termination, or Recapture

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Developer materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the statutes, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Developer to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Developer to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either the Grantee or the Developer, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

The Grantee may terminate the Developer Agreement in whole or in part, at any time, including before project completion, whenever it is determined by the Grantee that the Developer has failed to comply with the conditions of the Agreement. The Grantee shall notify the Developer in writing of the determination and the reasons for the termination, together with the effective date. The Developer shall be given thirty (30) days to come into compliance with the conditions of the Agreement. If the Developer does not come into compliance with the Agreement within thirty (30) days, the termination of the Developer Agreement, in whole or in part, will take effect within ten (10) days from that date. The Developer shall perform any remedial actions determined appropriate by the Grantee to correct the deficiency, which actions may include, but are not limited to:

1. The repayment or reimbursement to the Grantee of inappropriately used CDBG-DR funds;
2. The return of any equipment, real property, materials, or supplies purchased, leased, or lease purchased using CDBG-DR funds to Grantee or the supplier; and,
3. Any other actions the Grantee deems appropriate

It shall be the Developer's duty to take any and all legal efforts to cancel any obligations outstanding upon termination of the agreement.

F. Indemnification

The Developer shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Developer performance or nonperformance of the services or subject matter called for in this Agreement, except for claims, actions, suits, charges, and judgments arising from the Grantee's performance or nonperformance of its duties and obligations called for in this Agreement.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Developer agrees to comply with 2 CFR 200 for other governmental entities and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Developer shall administer its program in conformance with OMB Circulars A-87, "Cost Principles for State, Local and Indian Tribal Governments," A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Client Data

The Developer shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service or benefit provided. Such information shall be made available upon request to Grantee monitors or their designees for review.

2. Records to be Maintained

The Developer shall maintain all records required by Federal regulations specified in 24 CFR 570.506. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken benefits low-, moderate-, or middle-income persons.

c. Records required to determine the eligibility of activities and the eligibility of all properties assisted;

d. Records required to document the occupancy of each unit and the sources and uses of funds;

e. Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program, including but not limited to the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Retention

The Developer shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of twenty (20) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the twenty (20) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later. These reports will be required on an annual basis following construction closeout as referred to in Section(1)(F).

4. Disclosure

The Developer understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Developer's responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

6. Audits & Inspections

All Developer records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantee agency, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the

Developer within 30 days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or termination of this agreement. The Developer hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Developer audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Indirect Costs

Direct and indirect costs of staff cannot be charged by Developer. Developer will be reimbursed for internal costs through a developer fee as specified in this Agreement.

2. Payment Procedures

The Grantee will pay to the Developer, funds available under this Agreement based upon information submitted by the Developer and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible CDBG-DR related expenses actually incurred by the Developer, and will not exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Developer accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Developer.

HUD, through the Disaster Recovery Grant Reporting (DRGR) system, generally provides access to grant funds within 3 working days of an electronically submitted request by the Grantee. To ensure expeditious implementation of activities, Grantee agrees to draw funds from the line of credit and make payment to the Developer within 10 working days of receipt of the Developer's complete and properly submitted requests for payment for activities under this agreement, if feasible. Developer agrees to submit requests for payment in a timely manner in the form and at the times directed by the Grantee.

3. Progress Reports

The Developer shall submit quarterly progress reports to the Grantee, which shall be substantially in the form of Exhibit F, attached hereto and incorporated herein by reference, as required by Grantee, provided, however, that such reports shall not be required more frequently than once per quarter.

D. Procurement

1. Program Income

I. Definition of program income.

a. As defined in 77 Federal Register 22591, April 16, 2012, "program income" is defined as gross income generated from the use of CDBG funds and received by:

I. A State, unit of local government, or tribe, or

II. A Developer of a State, unit of general local government, or tribe.

b. Program income includes, but is not limited to, the following:

I. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

II. Proceeds from the disposition of equipment purchased with CDBG funds;

III. Gross income from the use or rental of real or personal property acquired by a State, unit of general local government, or tribe or Developer of a State, unit of general local government, or tribe with CDBG funds, less costs incidental to generation of the income (i.e., net income);

IV. Net income from the use or rental of real property owned by a State, unit of general local government, or tribe or Developer of a State, unit of general local government, or tribe, that was constructed or improved with CDBG funds;

V. Payments of principal and interest on loans made using CDBG funds;

VI. Proceeds from the sale of loans made with CDBG funds;

VII. Proceeds from the sale of obligations secured by loans made with CDBG funds;

VIII. Interest earned on program income pending disposition of the income, but excluding interest earned on funds held in a revolving fund account;

IX. Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income, where the special assessments are used to recover all or part of the CDBG portion of a public improvement; and

X. Gross income paid to a State, unit of local government, tribe, or paid to a Developer thereof from the ownership interest in a for-profit entity in which the income is in return for the provision of CDBG assistance.

c. ‘‘Program income’’ does not include the following:

I. The total amount of funds which is less than $25,000 received in a single year (for the entire grant, not per Developer) and retained by a State, unit of local government, tribe, or retained by a Developer thereof;

II. Amounts generated by activities eligible under section 105(a)(15) of the HCD Act and carried out by an entity under the authority of section 105(a)(15) of the HCD Act; (these are community development activities that are carried out by certain community-based groups and are not applicable to this agreement).

II. Retention of program income.
   a. Retention of program income.
      I. The City will allow Developers to retain program income for the following activities:
         1. use of offsetting operational and maintenance expenses that are incidental to the generation of the income;
         2. funding expansions to existing approved, eligible activities.
         3. to escrow net operating cash flow
      II. Operational expenses include the salary of staff for the oversight and operation of the CDBG-DR funded facility, utilities, insurance, property taxes, security, maintenance, and marketing.
         1. Utilities include water, electric, gas, and internet.
      III. Individual maintenance expenses in excess of $15,000.00 shall be reviewed and approved by the City prior to using program income to cover the expense and shall be included in the Developer's property management and maintenance schedule.
      IV. Where program income is to be retained by the Developer and used for the activities listed above, all provisions of the written agreement shall apply to the specified activities. Substantially all other program income shall be disbursed for eligible activities before the City will disburse additional payments to the Developer.
      V. Where the Developer intends to use program income to fund a new, eligible activity, the City must review and approve the proposed activity and determine appropriate next steps, such as whether the program income needs to be remitted, transferred to the City's Entitlement program and then reallocated for the activities via a new Developer agreement.
      VI. Any program income or accounts receivable attributable to the use of the CDBG-DR funds on hand when the agreement expires, or received after the agreement's expiration, may be retained by Developers and used for the eligible activities described above .

III. Remitting program income
   a. Developers that receive program income that will not be used for the approved activities listed above or for another new, eligible activity approved by the City, will be required to remit the program income back to the City annually.

IV. Reporting program income

a. Developers are required to report all program income to the City quarterly in a method prescribed by the City.
b. Developers will report program income for twenty (20) years following expiration of the Developer agreement. Following five years after the Developer agreement expires, gross income generated from the use of CDBG funds will not be considered program income.

V. Other provisions.

a. The Developer must also follow the program income provisions as defined in 24 CFR 570.502, 24 CFR 570.503, or 24 CFR 570.504, and as modified by 77 Federal Register 22591 governing the use of CDBG-DR funds.

1. Compliance

The Developer shall maintain inventory records of all non-expendable personal property. All program assets (unexpended program income, property, equipment, etc.)

2. Travel

The Developer shall obtain written approval from the Grantee for any costs for travel outside the area served with funds provided under this Agreement.

3. Use of Debarred, Suspended or Ineligible Contractors

The Developer shall impose on the Contractor the obligations under this agreement, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Developer's must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR 570.609. These regulations require that any entity receiving federal funds is searched for in the federal government database for debarred and suspended entities at SAM.gov or a certification is obtained. The City of Joplin has selected the method of checking SAM.gov and retaining copies of searches and requires its Developers and Contractors to do the same. CDBG funds may not be provided to excluded or disqualified persons. The Developer shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

4. Performance, Labor, and Materials Payment Bond

The Developer shall require the contractor to furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of the contract value executed between Developer and their contractor in the amount not to exceed $2,519,685.00 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Developer shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

E. Use of and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. The Developer shall transfer to the Grantee any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination, unless otherwise specified in the HUD closeout agreement with the Grantee.

2. Real property under the Developer's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used in accordance with the CDBG-DR requirements for the period consistent with the affordability requirements. If the Developer fails to use CDBG-DR-assisted real property in a manner that meets CDBG-DR affordability requirements within and for the prescribed period of

time, the Developer shall comply with the applicable sections under 24 CFR 570.503, 570.504, and 570.505.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Developer for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG-DR program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment.

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Developer agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24; 24 CFR Part 42 – Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD Assisted Programs; and 24 CFR 570.606 – Displacement, relocation acquisition, and replacement of housing. The Developer shall provide appropriate relocation assistance (URA or section 104(d)) to eligible displaced persons as defined by applicable HUD and/or URA regulations that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an CDBG-DR-assisted project. The Developer also agrees to comply with applicable Grantee or local ordinances, resolutions and policies concerning the displacement of persons.

The Developer will use CDBG-DR funds to demolish major structures or convert units from non-residential uses only with the prior written permission of Grantee. Permission for demolition of minor structures such as porches, sheds and garages shall be deemed to have been granted when Grantee approves the plans and specifications (which may also be called work write-ups) for a particular property that Developer is assisting with CDBG-DR funds.

IV. TENANT PROTECTION REQUIREMENTS

The Developer agrees to comply with the Recovery Act provisions concerning tenant protections applicable to CDBG-DR acquisitions of foreclosed property. The Developer must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the ISII in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Developer will not use CDBG-DR funds to finance the acquisition of property from any ISII that failed to comply with applicable requirements unless the Developer assumes the obligations of such ISII

with respect to bona fide tenants. If the Developer elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the CDBG-DR funded acquisition with the assistance outlined in 24 CFR 570.606. If the Developer knows that the ISII did not comply with the CDBG-DR tenant protection requirements and vacated the property contrary to the CDBG-DR requirements, CDBG-DR funds cannot be used to acquire such properties.

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Developer agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, section 104(b) and section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Developer agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in section 109 of the HCDA are still applicable.

3. Section 504

The Developer agrees to comply with all Federal regulations issued pursuant to section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Developer with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Developer agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Developer to assist in the formulation of such program. The Developer shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Developer will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Developer may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Developer shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Developer shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Developer shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

3. Access to Records

The Developer shall furnish and cause each of its own Developers or subcontractors to furnish all information and reports required hereunder and

will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

During the performance of this Contract, the Developer agrees as follows:

a. The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity,or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation ; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employ ment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Developer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Developer's legal duty to furnish information.

d. The Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Developer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Developer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Developer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Developer's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Developer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Developer will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order11246 of September 24, 1965, so that such provisions will be binding upon each subDeveloper or vendor. The Developer will take such action with respect t any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Developer may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or

contract modification subject to Executive Order 11246 of September 24, 1965, with a Developer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Developers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Developer shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Developer shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Developer to Developer or from project to project for the sole purpose of meeting the Developer's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

5. Subcontract Provisions

The Developer will include the provisions of the prior Section V A, Civil Rights, and B, Affirmative Action, in every contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Developers or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Developer is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Developer agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Developer's commitments under this section 3 clause, and 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 Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Developer will not subcontract with any subcontractor where the Developer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the Developer is selected by 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 Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Developer shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Developer will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

D. Conduct

1. Assignability

The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto and HUD; provided, however, that claims for money due or to become due to the Developer from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Developer will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Developer shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Developer shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and reasonable basis in accordance with applicable procurement

requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Developer agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Developer agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

a. The Developer shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Developer shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-DR-assisted activity, or with respect to the proceeds from the CDBG-DR-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Developer, or any designated public agency.

5. Lobbying

The Developer hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Developers shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Developer agrees that it will comply with 24 CFR 570.200(j) so that funds are not used to support inherently religious activities.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Developer agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Developer shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487 or 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-DR-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Documentation shall be retained in the files for compliance to the above statement.

D. Historic Preservation

The Developer agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VII. ENVIRONMENTAL REVIEW

All CDBG-DR assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR part 50 or 58.

IX. TIMELINESS OF USE AND EXPENDITURE OF CDBG-DR FUNDS

The Developer will ensure that CDBG-DR allocated funds are expended within a timely manner in accordance with the schedule in Exhibit C.

X. ELIGIBILITY AND ALLOWABLE COSTS

The Developer will ensure and document that its CDBG-DR activities meet eligible use, allowable cost, and eligible activity requirements of CDBG-DR.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

I. WAIVER

The Grantee's failure to act with respect to a breach by the Developer does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
a Municipal Corporation

Signature:_____
Troy Bolander
City of Joplin
Planning, Development & Neighborhood Services Director

Joplin Bungalows, LLC
a Missouri limited liability company

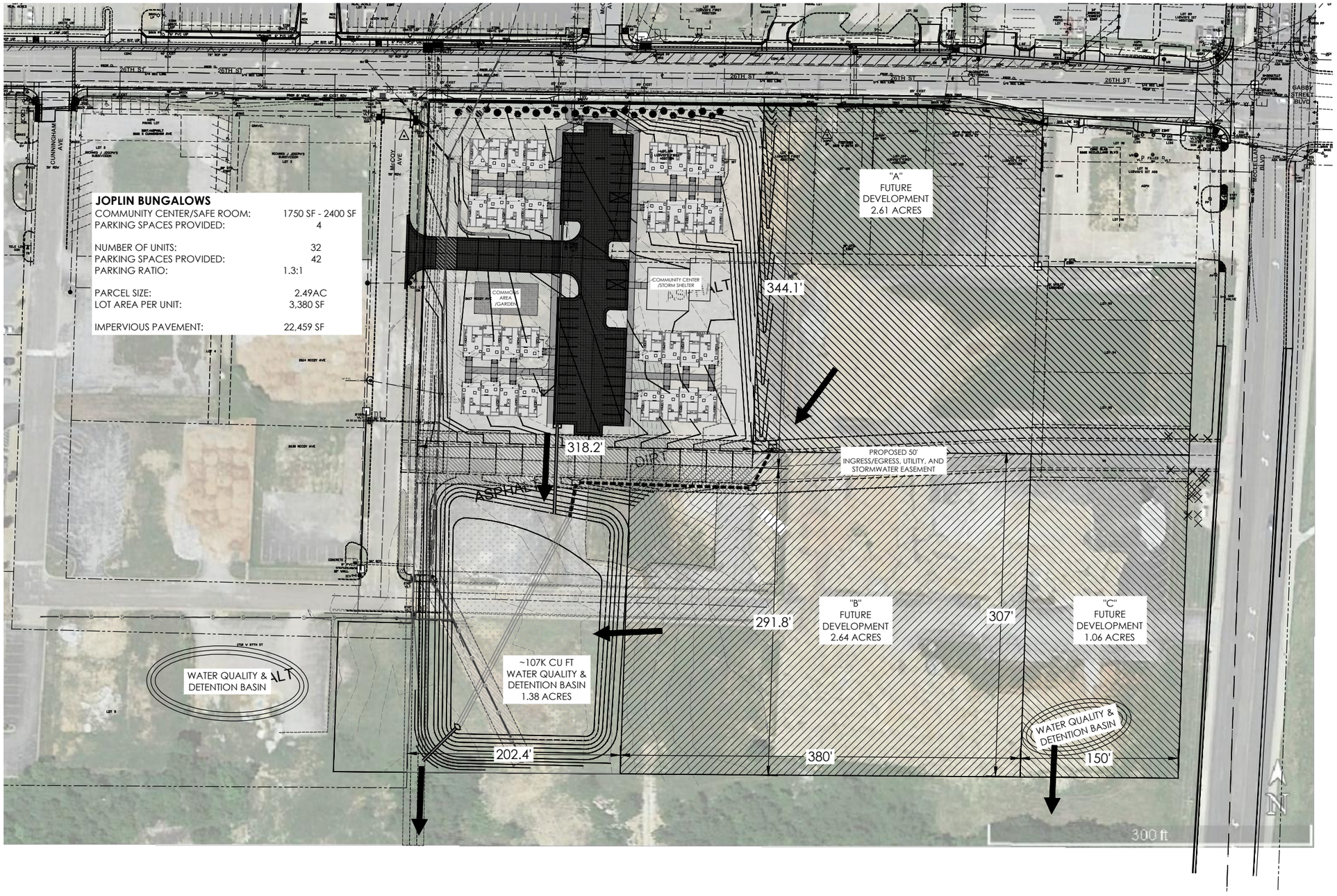
Signature:_____
John Joines
Joplin Bungalows, LLC
Manager

STATE OF MISSOURI)) ss.

COUNTY OF JASPER)

Exhibit A

Joplin Bungalows Site Plan



SMALL ARROW ENGINEERING, LLC

216 S. MAIN STREET
P.O. BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@small-arrow.com

SMALL ARROW ENGINEERING, LLC.

CERTIFICATES OF AUTHORIZATION:
MISSOURI: E-2010013647
KANSAS: E-1930
ARKANSAS: 2097
OKLAHOMA: 5937

NOT FOR CONSTRUCTION

JOHN H. BOLTE - PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

JOPLIN BUNGALOWS
VECINO GROUP
26TH STREET & MCCOY AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
CONCEPT w/ REGIONAL BASIN

SURVEY BY: GOOGLE EARTH PROJECT #: 17721
DRAWN BY: TED DATE: 10-27-17
CHECKED BY: JHB SCALE: 1"=100'

This drawing and the details on it are the sole property of the Engineer and may be used for this specific project only. It shall not be loaned, copied or reproduced, or in part, or for any other purpose or project without the written consent of the Engineer.

Copyright © 2017 by Small Arrow Engineering, LLC.

PROJECT: JOPLIN BUNGALOWS
SHEET DESC: CONCEPT w/ REG. BASIN
SHEET: 1 OF: 1

Exhibit B
Joplin Bungalows Pro Forma

Bold, Green Highlight Cells Denote USER INPUT
Bold, Yellow Highlight Cells Denote USER INPUT OVERRIDES
White Cells Denote CALCULATED RESULTS

Property: Joplin Bungalows 32 Total units, including 0 non-revenue unit(s)

Line	PERMANENT Sources (do not list construction / bridge loan(s))	$ Amount	% of TOTAL	% of CATEGORY	$ Per Unit		ADDITIONAL COMMENTS
1	1st Mortgage Hard Debt	$ 152,000.00	3.7%	3.7%	$ 4,750		*Loan on project made by Vecino Group*
2	2nd Mortgage Hard Debt	$ -	0.0%	0.0%	$ -		
3	Tax Credit Equity	$ -	0.0%	0.0%	$ -		
4	NSP Funds	**$ -**	0.0%	0.0%	$ -		*See note below regarding NSP funding limits*
5	HOME Funds	**$ -**	0.0%	0.0%	$ -		
6	Deferred Developer Fee	**$ -**	0.0%	0.0%	$ -		*Deferral equals 0.00% of Total Developer Fee*
7	Owner/GP Cash	**$ -**	0.0%	0.0%	$ -		
8	**CDBG-DR**	**$ 4,000,000.00**	0.0%	96.3%	$ 125,000		
9	**Other Source 2 (Specify)**	**$ -**	0.0%	0.0%	$ -		
10	**Other Source 3 (Specify)**	**$ -**	0.0%	0.0%	$ -		
11	**Other Source 4 (Specify)**	**$ -**	0.0%	0.0%	$ -		
12	**Other Source 5 (Specify)**	**$ -**	0.0%	0.0%	$ -		
13	**Other Source 6 (Specify)**	**$ -**	0.0%	0.0%	$ -		
14		**$ 4,152,000.00**	**101%**	**100%**	**$ 129,750**		
15							
16	**Funding Surplus: Decrease Sources and/or**	**$ (53,131.00)**	**-1%**				
17	**Increase Uses by this Amount**						
18							
19	**The ratio of NSP Funds to total Sources may not exceed the ratio of NSP eligible units (i.e., <120% AMI) to total units.**						
20							
21						**EB = Eligible Basis**	
22							
23	**USES**	**$ Amount**	**% of TOTAL**	**% of CATEGORY**	**$ Per Unit**	**EB?**	**ADDITIONAL COMMENTS**
24	**ACQUISITION COSTS**						
25	Acquistion Land	**$ 200,000.00**	4.9%	100.0%	$ 6,250	**N**	*$100,000 from Bank TBD*
26	Acquistion Buildings	**$ -**	0.0%	0.0%	$ -	**Y**	
27	Acquisition Other	**$ -**	0.0%	0.0%	$ -	**Y**	
28	**TOTAL ACQUISITION COSTS**	**$ 200,000.00**	**5%**	**100%**	**$ 6,250**		
29							
30	**CONSTRUCTION COSTS**						
31	Hard Costs: Site Improvements	**$ 210,250.00**	5.1%	7.8%	$ 6,570	**Y**	*Temporary split of Site Improvements and Construction,*
32	Hard Costs: Construction	**$ 2,000,000.00**	48.8%	74.3%	$ 62,500	**Y**	*Waiting on true numbers*
33	Hard Costs: Contingency	**$ 171,294.00**	4.2%	6.4%	$ 5,353	**Y**	*Contingency equals 7.75% of Hard Costs*
34	Other Construction/Rehab Cost (Specify)	**$ -**	0.0%	0.0%	$ -	**Y**	
35	Other Construction/Rehab Cost (Specify)	**$ -**	0.0%	0.0%	$ -	**Y**	
36	Other Construction/Rehab Cost (Specify)	**$ -**	0.0%	0.0%	$ -	**Y**	
37	Builders Profit (BP)	**$ 132,615.00**	3.2%	4.9%	$ 4,144	**Y**	*BP Equals 5.57% of Hard Costs (incl. contingency)*
38	General Requirements (GR)	**$ 132,615.00**	3.2%	4.9%	$ 4,144	**Y**	*GR Equals 5.57% of Hard Costs (incl. contingency)*
39	General Overhead (GO)	**$ 44,205.00**	1.1%	1.6%	$ 1,381	**Y**	*GO Equals 1.86% of Hard Costs (incl. contingency)*
40	Subtotal BP+GR+GO	$ 309,435.00	7.5%	11.5%	$ 9,670		*Contrator Loading Equals 12.99% of Hard Costs (incl. contingcy.)*
41	**TOTAL CONSTRUCTION COSTS**	**$ 2,690,979.00**	**66%**	**100%**	**$ 84,093**		
42	*Of the total of $2,690,979, $2,381,544 or 89% is directly attibutable to Hard Costs, while $309,435 is attributable to other costs and contractor loading.*						

NSP Multifamily Toolkit
Multifamily Property Underwriting Template
Detailed Sources and Uses Worksheet

Bold, Green Highlight Cells Denote USER INPUT
Bold, Yellow Highlight Cells Denote USER INPUT OVERRIDES
White Cells Denote CALCULATED RESULTS

Property: Joplin Bungalows — 32 Total units, including 0 non-revenue unit(s)

43	**TRANSACTION COSTS**							
44	Accounting Fees: Cost Certification Audit Fee	$	35,000.00	0.9%	5.1%	$ 1,094	Y	
45	Accounting Fees: General	$	-	0.0%	0.0%	$ -	Y	
46	Application and Tax Credit Fees	$	-	0.0%	0.0%	$ -	Y	
47	Architect	$	188,368.00	4.6%	27.4%	$ 5,887	Y	
48	Bond Issuance	$	-	0.0%	0.0%	$ -	Y	
49	Builders' Risk			0.0%	0.0%	$ -	Y	
50	Building Permit Fees & Local Fees	$	31,146.00	0.8%	4.5%	$ 973	Y	
51	Construction Loan: 3rd Party Reports/Inspect	$	-	0.0%	0.0%	$ -	Y	
52	Construction Loan: Financing Fee	$	-	0.0%	0.0%	$ -	Y	
53	Construction Loan: Interest During Construction	$	3,000.00	0.1%	0.4%	$ 94	Y	
54	Construction Loan: Lender's Attorney Fee	$	-	0.0%	0.0%	$ -	Y	
55	Construction Loan: Origination Fee	$	-	0.0%	0.0%	$ -	Y	
56	Construction Period: Insurance	$	21,000.00	0.5%	3.1%	$ 656	Y	
57	Construction Period: Taxes	$	-	0.0%	0.0%	$ -	Y	
58	Consulting Fees (not payable through dev fee)	$	-	0.0%	0.0%	$ -	Y	
59	Engineer	$	80,729.00	2.0%	11.7%	$ 2,523	Y	
60	Environmental Study	$	-	0.0%	0.0%	$ -	Y	
61	Furniture, Fixtures and Equipment	$	152,000.00	3.7%	22.1%	$ 4,750	Y	*To be paid through Vecino Group proceeds, includes tenant furniture*
62	Legal: Owner Attorney/Borrower (EB)	$	25,000.00	0.6%	3.6%	$ 781	Y	
63	Legal: Owner Attorney/Borrower Legal (Not EB)	$	-	0.0%	0.0%	$ -	N	*These are legal fees which are not basis-eligible*
64	Market Study / Appraisal	$	-	0.0%	0.0%	$ -	Y	
65	Marketing and Leasing	$	40,000.00	1.0%	5.8%	$ 1,250	Y	
66	Miscellaneous / Other (Basis Eligible)	$	-	0.0%	0.0%	$ -	Y	
67	Miscellaneous / Other (NOT Basis Eligible)	$	-	0.0%	0.0%	$ -	N	*These are miscellaneous fees which are not basis-eligible*
68	Partnership Legal and Organizational	$	-	0.0%	0.0%	$ -	Y	
69	Permanent Loan: 3rd Party Reports	$	-	0.0%	0.0%	$ -	Y	
70	Permanent Loan: Financing Fee	$	1,000.00	0.0%	0.1%	$ 31	Y	*Equals 0.66% of permanent loan amount*
71	Permanent Loan: Lender's Attorney Fee	$	3,000.00	0.1%	0.4%	$ 94	Y	
72	Permanent Loan: Origination Fee	$	1,000.00	0.0%	0.1%	$ 31	Y	*Equals 0.66% of permanent loan amount*
73	Survey	$	5,000.00	0.1%	0.7%	$ 156	Y	
74	Title and Recording	$	20,000.00	0.5%	2.9%	$ 625	Y	
75	**P&P Bond**	$	22,806.00	0.6%	3.3%	$ 713	Y	
76	**Material Testing**	$	5,000.00	0.1%	0.7%	$ 156	Y	
77	**Soft Cost Contingency**	$	38,752.00	0.9%	5.6%	$ 1,211	Y	
78	**Interior Design**	$	15,000.00	0.4%	2.2%	$ 469	Y	
79	**Other Transaction Cost 5 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
80	**Other Transaction Cost 6 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
81	**Other Transaction Cost 7 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
82	**Other Transaction Cost 8 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
83	**Other Transaction Cost 9 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
84	**Other Transaction Cost 10 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
85	**Other Transaction Cost 11 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
86	**Other Transaction Cost 12 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
87	**Other Transaction Cost 13 (Specify)**	$	-	0.0%	0.0%	$ -	Y	
88	**TOTAL TRANSACTION COSTS**	$	687,801.00	**17%**	**100%**	$ 21,494		
89								
90	**ESCROW ACCOUNTS**							
91	Initial Deposit to Reserve for Replacements			0.0%	0.0%	$ -	N	
92	Property Tax Escrow	$	-	0.0%	0.0%	$ -	N	
93	Hazard Insurance Escrow	$	-	0.0%	0.0%	$ -	N	
94	Debt Service Reserve	$	-	0.0%	0.0%	$ -	N	
95	Operating Reserve/Working Capital	$	85,106.00	2.1%	100.0%	$ 2,660	N	
96	Lease-Up Reserve	$	-	0.0%	0.0%	$ -	N	
97	**Other Escrow 1 (Specify)**	$	-	0.0%	0.0%	$ -	N	
98	**Other Escrow 2 (Specify)**	$	-	0.0%	0.0%	$ -	N	
99	**Other Escrow 3 (Specify)**	$	-	0.0%	0.0%	$ -	N	

NSP Multifamily Toolkit
Multifamily Property Underwriting Template
Detailed Sources and Uses Worksheet

Bold, Green Highlight Cells Denote USER INPUT
Bold, Yellow Highlight Cells Denote USER INPUT OVERRIDES
White Cells Denote CALCULATED RESULTS

Property: Joplin Bungalows — 32 Total units, including 0 non-revenue unit(s)

100	**TOTAL ESCROW ACCOUNTS**	**$**	**85,106.00**	**2%**	**100%**	**$**	**2,660**	
101								
102	**GROSS DEVELOPER FEE**							
103	Total Gross Developer Fee	**$**	**434,983.00**	10.6%	100.0%	$	13,593	**Y**	*Equals 10.61% of total uses excluding developer fee*
104	**TOTAL GROSS DEVELOPER FEE**	**$**	**434,983.00**	**11%**	**100%**	**$**	**13,593**	
105								
106	**TOTAL USES**	**$**	**4,098,869.00**	**100%**	**100%**	**$**	**128,090**	

Exhibit C
Master Schedule

Name	Start	Finish
Round I Projects	Tue 7/17/12	Fri 9/13/19
Round 1 Grant Approved	Tue 7/17/12	Tue 7/17/12
Subrecipient Projects	Mon 6/1/15	Fri 9/13/19
Joplin Affordable Senior Housing	Mon 6/1/15	Fri 9/13/19
Project Start	Mon 6/1/15	Mon 6/1/15
Environmental Assessment	Mon 12/19/16	Tue 3/20/18
Land Acquisiton	Wed 2/21/18	Wed 4/4/18
Developer Agreement	Sat 1/6/18	Mon 3/19/18
Design	Mon 4/2/18	Mon 7/9/18
Construction	Thu 7/5/18	Thu 7/18/19
Project Closeout	Fri 7/19/19	Fri 9/13/19

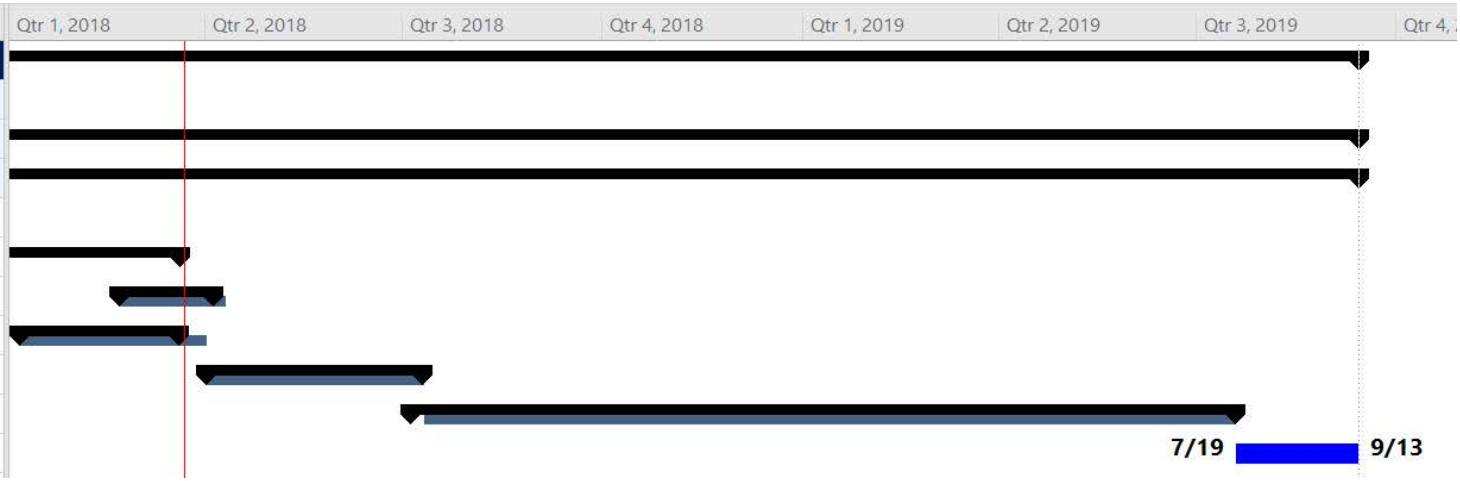


Exhibit D

Organization Chart

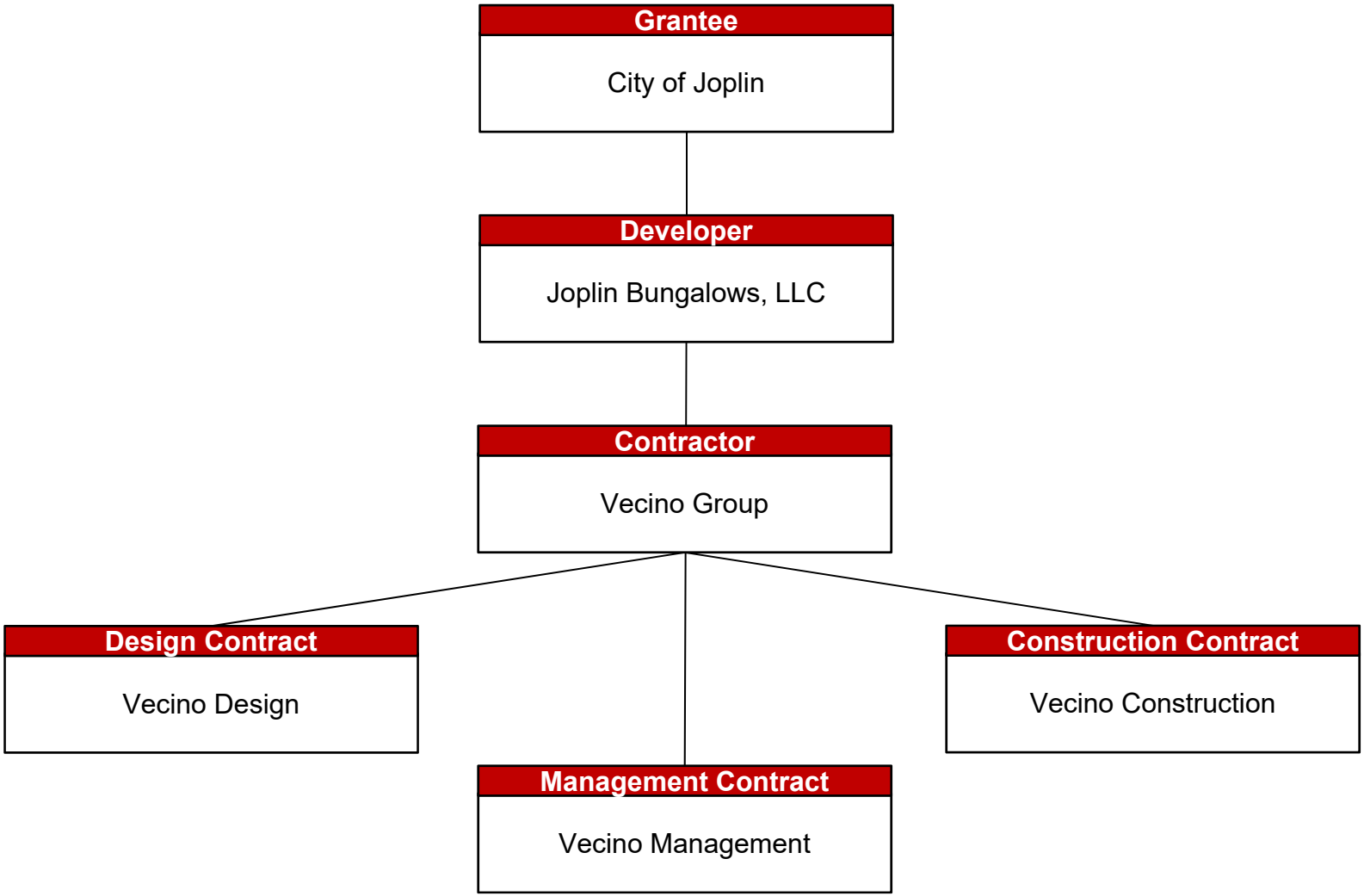


Exhibit E
QPR Template

Joplin Bungalows

April - June 2018 Quarterly Progress Report (Q2)

Funding

- **Obligated Funding Amount:** *$4,000,000*
- **Expended Funding**: *$0.00 expended ($0.00 reimbursed)*

Activities Completed

Compliance Data Collected

Reports Should be submitted to the City on January 15, April 15, July 15, October 15

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 02, 2018

Item: CDBG-DR Developer Agreement with Joplin Bungalows, LLC
ORIGINATING DEPARTMENT**:** Planning, Development & Neighborhood Services

ATTACHMENTS: 1) Council Bill No. 2018-408
2) Joplin Bungalows Developer Agreement

Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Sam L. Anselm

Recommended Action: Approval of Council Bill No. 2018-408

INTRODUCTION:

The following Council Bill is for a developer agreement between the City of Joplin and Joplin Bungalows, LLC a wholly owned subsidiary of Economic Security Corporation of the Southwest Area whose mission is to alleviate the conditions of poverty and provide individuals and families with opportunities that will enable them to achieve economic security. This bill will provide for the development of permanent, affordable housing for senior citizens, homeless veterans, and disabled individuals. The project will also provide supportive services to those who have suffered from homelessness. City Council previously approved this activity in the Round I Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 3 to the Initial Action Plan on November 17, 2014.

DISCUSSION:

This project entails the design and construction of eight (8) fourplexes consisting of thirty-two (32) units on approximately 2 acres of land. The project will provide affordable, long term housing. The eligible demographics include senior citizens, homeless veterans, and disabled individuals. The housing project will also include a recreational area and provide supportive services to those who have suffered homelessness. The project is neighbored by two City parks, including the newly constructed Mercy Park. A Senior Center is also being constructed on the neighboring block. A number of medical services are also located in the surrounding area. This previously disaster impacted area of Joplin is being revitalized by these and other proposed developments will soon be thriving with activity.

RECOMMENDATION:

City Staff recommends the approval of a developer agreement with Joplin Bungalows, LLC in the amount of $4,000,000.00 for the development of the Joplin Bungalows project on an emergency basis. Therefore, the City hereby declares that based on Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2018-408 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a developer agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to provide for the development of the Joplin Bungalows in an amount not to exceed Four million dollars ($4,000,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

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

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

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the Joplin Bungalows project will provide affordable housing for senior citizens, homeless veterans, and disabled individuals that were impacted as a result of the disaster.

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

Section 1. That the City enter a developer agreement with Joplin Bungalows, LLC, for the development of the Joplin Bungalows project in an amount not to exceed Four Million Dollars ($4,000,000), a copy of said agreement being attached hereto and incorporated herein.

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 the same form for and on behalf of the City of Joplin.

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

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

_____
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: APRIL 2, 2018

ITEM: COUNCIL BILL NO. 2018-505
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.

Here is the explanation for the items in Schedule A:

- Amending the City Manager's budget in the amount of $14,000.00 for executive training.
- Amending the IT budget and the Engineering budget for the reclassification of an Engineering Technician to a GIS Technician at a total annual increase of $4,122.00.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $18,122.00.

RECOMMENDATION:
City Staff presents this item for your consideration.

COUNCIL BILL NO. 2018-505 **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 increasing appropriations by the total amount of Eighteen Thousand One Hundred Twenty-Two Dollars and No Cents ($18,122.00) 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
26-Mar-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund				
				$ -	
	City Manager	001-0501-500-6010	Conferences & Seminars		14,000
	IT	001-2501-500-1010	Regular Wages		39,880
	IT	001-2501-500-1605	Health Insurance		12,153
	IT	001-2501-500-1610	Worker's Comp Expense		175
	IT	001-2501-500-1615	FICA Expense		3,051
	IT	001-2501-500-1625	LAGERS Retirement Expense		5,424
	IT	001-2501-500-1640	Life Insurance		90
	IT	001-2501-500-1645	Dental Insurance		556
	IT	001-2501-500-1650	Disability Insurance		135
	Engineering	001-4505-520-1010	Regular Wages		(36,354)
	Engineering	001-4505-520-1595	Cell Phone Allowance		(626)
	Engineering	001-4505-520-1605	Health Insurance		(12,153)
	Engineering	001-4505-520-1610	Worker's Comp Expense		(155)
	Engineering	001-4505-520-1615	FICA Expense		(2,271)
	Engineering	001-4505-520-1625	LAGERS Retirement Expense		(5,029)
	Engineering	001-4505-520-1640	Life Insurance		(78)
	Engineering	001-4505-520-1645	Dental Insurance		(556)
	Engineering	001-4505-520-1650	Disability Insurance		(120)
	Total General Fund			$ -	18,122
	Grand Total			$ -	18,122

CITY OF JOPLIN
GIS RECLASSIFICATION IMPACT
AS OF MARCH 19, 2018

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	36,354	39,880	3,526
CELL PHONE ALLOWANCE	626	-	(626)
FAMILY DENTAL INSURANCE	556	556	-
DISABILITY INSURANCE	120	135	15
MEDICARE	430	578	148
SOCIAL SECURITY	1,841	2,473	632
FAMILY HEALTH INSURANCE	12,153	12,153	-
LIFE INSURANCE	78	90	12
LAGERS RETIREMENT	5,029	5,424	395
WORKER'S COMPENSATION	155	175	20
TOTAL ANNUAL IMPACT	57,342	61,464	4,122

Note: Budgeted position hourly rate is $17.43 in Range 170.
GIS Technician would promote to hourly rate of $19.173 in Range 190 (10% increase).

AGREEMENT
FOR PROFFESSIONAL CONTRACTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Preservation Resources, Inc, whose address is 521 Bird Street, Hannibal, Missouri 63401, hereinafter referred to as the "Contractor" is for professional services.

WHEREAS, the City, at the behest of the Historic Preservation Commission, desires to retain a professional contractor to conduct a three-day window restoration and weatherization workshop; and

WHEREAS, the Contractor desires to provide services in furtherance of this workshop to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – Services

The contractor agrees to perform in a professional manner the following:

A. To provide services in completing a three-day workshop for the purpose of instruction to restore, weatherize and re-install windows in accordance with standards of historic properties and restoration thereof.
B. The workshop will provide instruction for up to eighteen (18) students.
C. The workshop will be conducted on May the 18th, 19th and 20th in the City of Joplin, principally at the location of the Empire Market at 931 East 4th Street, with the consent of the property owners. Additional work at properties for installation of workshop deliverables will be with the consent of the property owners.
D. Provide copies of waivers of liability, signed by participating students.
E. Secure, and provide if requested, agreements with other organizations delivering provisions of the workshop not funded by the City.

ARTICLE II – General Conditions

1. The Contractor shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it in the workshop, or the material or equipment used, or the conduct of the work.
2. The Contractor shall complete the work in a diligent manner.
3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.
4. In performance of the workshop covered by this Agreement, the Contractor shall not discriminate against any participant because of race, creed, color, political affiliation, handicap or national origin.

5. City shall have the right to make changes within the general scope of Contractor's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment signed by an authorized representative of the City and the President of the Contractor.

ARTICLE III – Responsibilities

The Contractor Shall:

1. Provide staff that is experienced providing work that is described in this Agreement.
2. Provide an invoice prior to commencing the workshop.
3. Provide up to 18 jump drives and educational materials to participating students.
4. Provide any promotional materials or information, and agree to media interview for the purpose of promotion, if requested.

ARTICLE IV – Costs and Payments

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for a lump-sum of $14,800, including all professional time, travel, materials and equipment, expenses, etc., payable in check at the finance department of the City of Joplin, 3rd floor of City Hall, May 21st, 2018.
2. No out-of-pocket expenses for travel, mileage, or related expenses will be reimbursed by the City.

ARTICLE V – INDEMNIFICATION AND INSURANCE

The Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VI – MISCELLANEOUS

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

B. HEADINGS. The headings of paragraphs in the Agreement are for Convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

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

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

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

F. 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.

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

ARTICLE VII – AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONTRACTOR

Preservation Resources, Inc



_____

BY: Robert C. Yapp Jr.
President

DATE: March 22, 2018

FOR THE CITY

City of Joplin, Missouri

_____

BY: Troy Bolander
Director of Planning

DATE: _____

ATTEST: _____
Planner for Historic
Preservation Commission

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: Council Bill No. 2018-407
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Preservation Resources, Inc Workshop Agreement
2) Council Bill No 2018-407

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 Preservation Resources, Inc to provide professional services to conduct a three-day historic window restoration and weatherization workshop.

DISCUSSION:
The Joplin Historic Preservation Commission, in an effort to increase the technical capacity of local contractors with respect to historic preservation, has invited and desires to engage Bob Yapp of Preservation Resources, Inc in conducting a three-day workshop for instruction in historic window restoration, weatherization and re-installation.

The agreement with Preservation Resources, Inc. is for Fourteen Thousand Eight Hundred Dollars ($14,800) from the Historic Preservation Commission legal and professional fees budget.

RECOMMENDATION:
Staff recommends approval of the Agreement.

COUNCIL BILL NO. 2018-407 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Preservation Resources, Inc, are desirous of entering into an agreement whereby Preservation Resources, Inc will provide professional services to conduct a three-day window restoration and weatherization workshop.

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

Section 1: That an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc. in an amount not to exceed Fourteen Thousand Eight Hundred Dollars ($14,800.00), a copy of same 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 or one 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: APRIL 2 ND, 2018

ITEM: Council Bill No. 2018-604 approving the Memorandum of Understanding between the City of Joplin and the Rotary Sculpture Garden

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: Council Bill No. 2018-604; copy of Memorandum of Understanding

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

INTRODUCTION:
This Council Bill approves the Memorandum of Understanding between the City of Joplin and the Rotary Sculpture Garden dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park.

DISCUSSION:
The Joplin Rotary Club and the Joplin Daybreak Rotary Club have joined together to help plan and establish a sculpture garden within Mercy Park. The purpose and mission of RSG is to enhance the quality of life for citizens and visitors to our community by establishing and maintaining a sculpture garden in an existing city park.

Rotary Sculpture Garden, Inc., a Missouri Not-for-profit Corporation, has been granted 501 ©3 status by the IRS. The Board of Rotary Sculpture Garden, Inc. will serve as the governing body for the garden. Two representatives from the City of Joplin will serve as permanent members of this board. One of these representatives is the Director of Parks and Recreation and the second will be another city employee of his choosing. The remaining members of the board of directors are members of the two Rotary clubs, the arts community, and the city at large.

It is anticipated that additions of sculpture to the park will be by donation of private individuals or corporations. All donations will be subject to approval first by the Board of RSG and final by the City Parks Department and Park Board. Prospective donors must secure written approval before donating or loaning a sculpture. The decisions of the board of RSG, Inc. and the City Parks and Recreation Department are final.

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

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this _____ day of _____, 2018, by and between the CITY OF JOPLIN, hereinafter referred to as "City," and ROTARY SCULPTURE GARDEN, hereinafter referred to as "Rotary," and collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, City owns certain real estate commonly known as Mercy Park, hereinafter referred to as "the premises." City desires to enter into an agreement with Rotary Sculpture Garden for placement of sculptures on the premises under the terms and conditions described herein; and,

WHEREAS, the parties agree that Rotary Sculpture Garden may place certain sculptures within the premises under the terms and conditions described herein; and,

WHEREAS, because of the improvement responsibilities of Rotary Sculpture Garden, and the shared use of the premises, the parties desire to set forth the material terms in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Sculptures. All sculptures are subject to final approval in writing by the City of Joplin's Parks & Recreation Department prior to the placement of any sculpture on the premises. All sculptures shall comply with the Joplin City Code. All sculptures shall comply with deed restrictions, such as covenants.

2. Placement, Relocation, and Removal of Sculptures. The City will approve the location of placement of all sculptures in consultation with Rotary Sculpture Garden. The City may require that any and all sculptures be removed from or relocated on the premises due to safety concerns, vandalism or any other incident that would make a sculpture inappropriate or hazard in Mercy Park. In the case of relocation or removal, the Parks and Recreation Director will work closely with the Rotary Sculpture Garden finding a new placement site within the Mercy Park.

3. Any such removal or relocation will be at the cost of the Rotary Sculpture Garden. Removal or relocation will be accomplished by the City giving notice to Rotary Sculpture Garden, which will have ninety (90) days to remove or relocate the sculpture(s) specified in the notice. If Rotary Sculpture Garden fails to remove or relocate any sculpture within the specified timeframe, excluding extenuating circumstances, the City may remove or relocate said sculpture and assess the cost of removal or relocation against Rotary Sculpture Garden.

4. Maintenance of Sculptures. The City will be responsible for its current maintenance responsibilities. Rotary Sculpture Garden will be responsible for maintenance of the approved placement area and sculptures within the area. Rotary Sculpture Garden agrees that said area will be kept in a neat, orderly, and clean condition. Rotary Sculpture Garden is responsible for restoring the area to its original condition in the event that a sculpture is removed or replaced.

5. Ownership of Sculptures. Rotary Sculpture Garden will own all sculptures.

6. Approval Process. All sculptures or other items of artistic expression proposed to be donated to or installed in Mercy Park are subject to and are required to go through the exclusive screening and approval process of Rotary Sculpture Garden.

7. Intellectual Property Rights. Rotary Sculpture Garden will maintain exclusive ownership of all intellectual property rights in all sculptures and items of artistic expression, subject to limitations of agreements with the artists.

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

CITY OF JOPLIN

By: _____
Its: authorized signatory

ATTEST:

_____
Barbara Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

ROTARY SCULPTURE GARDEN

By:_____
Its: authorized signatory

ATTEST:

_____
Secretary

COUNCIL BILL NO. 2018-604 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park, a copy of which is attached hereto and incorporated herein as an Exhibit, or copy in substantially similar form to that, be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Memorandum of Understanding (MOU) And Agreement and such other documents as may be necessary, by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



SPEED LIMIT 30



HIGH FIVE
BRONZE
SCULPTOR LOUISE CHESTER
PRESENTED BY
LAKELAND HIGH CLASS
ALES COUNCIL
2005

ADOPTED BY

ESA

UNSTEADY STEADINESS




GUM DROPS
BRONZE
Sculptor: Carrie Quade
PRESENTED BY
LOVELAND/HIGH PLAINS
ARTS COUNCIL
2007





BETWEEN BRONCS
BRONZE
Sculptor: Garland Weeks
PRESENTED BY THE
LOVELAND HIGH PLAINS
ARTS COUNCIL
1990



City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 2 ND, 2018

ITEM: Council Bill No. 2018-605 amending the Dog Park Rules in the Joplin City Code of Ordinances

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: Council Bill No. 2018-605; copy of Dog Park Rules

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

INTRODUCTION:
This Council Bill looks to amend Chapter 86, Article VII, Section 86-252 of Joplin City Code to state under rules, "Director of Parks and Recreation has the authority to review and revise dog park rules as needed".

DISCUSSION:
In 2013, the City of Joplin established our first dog park at Parr Hill Park. The purpose was to allow dogs and their owners a green space in which to run freely without a leash. The "off-leash park area" requires owners to register their dog(s) with the Parks and Recreation Department. With this membership, owners must submit up-to-date vaccinations and the proper documentation to attend the park. With the new dog park, a set of rules were developed that each member is required to follow. We review rules on a yearly basis and at times there are rules that either need to be modified, added and/or deleted. Currently, if we need to make changes to the rules we have to come before, the City Council and have them amended each time. To make this more efficient we would like to add the following section to the rules, "Director of Parks and Recreation has the authority to review and revise dog park rules as needed".

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

CITY OF JOPLIN, MISSIOURI
Dog Park Rules

1. Any dog within an off-leash park area shall not be under six (6) months of age, and shall be currently vaccinated against rabies, distemper, parvovirus and have a current City of Joplin license affixed or attached to the dog's collar or harness. All dogs are required to have a tag issued by City of Joplin Parks and Recreation Department at 3010 W. 1st Street.

2. An "off-leash park area" is an area within a City of Joplin park designated by the Parks & Recreation Board for the purpose of allowing dogs to roam without leashes.

3. All general Park Rules and City of Joplin ordinance must be obeyed.

4."Owner" means any person, firm or corporation in possession and control of or custody of a dog.

5. Any owner bringing a dog into an off-leash park area shall be responsible for complying with these rules and any other rule, regulation and ordinance necessary to protect the health, welfare and safety of park users.

6. An owner bringing a dog into an off-leash area is liable for and assumes the risk for the dog's conduct.

7. No person under 16 years of age shall be permitted to bring a dog into an off-leash park area.

8. For safety reasons, children must be at least 12 years old and supervised by an adult to use the dog park. Children must behave in a responsible manner: no running, chasing dogs, or petting dogs without the owner's permission.

9. Dogs must be under voice control of their handler and in view of their handler at all times. Handler must be in fenced area with dog at all times.

10. A dog within an off-leash park area shall be under the owner's immediate control. All patrons of the Dog Park must carry their leash with them at all times.

11. An owner of a dog creating a disturbance or not being properly controlled can be evicted from an off-leash park area. Upon leaving an off-leash park area, an evicted owner shall also remove his or her dog. If an owner’s dog is doing these things the owner is required to remove their dog themselves, without being evicted.

12. No person having been convicted of allowing a dog to bite, chase or attack any person or animal without provocation shall be permitted to bring a dog into an off-leash park area.

13. No dog which has not been spayed or neutered shall be permitted within an off-leash dog park.

14. No female dogs in heat and dogs with fresh wounds or disease shall be permitted within an off-leash park area.

15. Any excreta deposited in an off-leash park area shall be promptly removed and appropriately disposed by the dog's owner.

16. No dangerous or potentially dangerous dog, as defined by the City of Joplin Animal Code, shall be permitted within an off-leash park area.

17. Any dog left unattended within an off-leash park area shall be deemed "at-large" in violation of the City of Joplin Animal Code.

18. No dog weighing more than 30 pounds shall be permitted within an area designated for small dogs. Owners allowing their small dogs to enter a designated Large Dog Area do so at their own risk and assume responsibility for whatever damage or injury may result.

19. No food, treats, alcoholic beverages (soft drinks and water are allowed), smoking, squeaky toys, frisbees, dog toys or children's toys are allowed in the dog park. This is a recreation park for dogs accompanied by their owners.

20. Handlers must “scoop the poop” and dispose of waste in designated park provided container.

21. No professional dog trainer/behaviorist shall conduct any training or business activity within an off-leash park area.

22. No more than two dogs per person on any one visit.

23. Bicycles, rollerblades, roller-skates, skateboards, and strollers are prohibited. This is a recreation park for dogs accompanied by their owners. (Wheel chairs are allowed.)

24. Stop your dog from digging. Handlers must repair all holes and damage done by their dog under their control.

25. Choke, prong, pinch, and spike collars must be removed inside park area.

26. Park Hours of Operation 6AM to Sunset or 9PM whichever occurs first.

27. Handlers enter off-leash area at their own risk.

28. Dogs must be properly licensed, vaccinated and wear an owner identification tag.

29. Dogs must be leashed when outside fenced dog park areas.

30. No animals other than dogs are permitted in Dog Park.

31. Dogs acting in an aggressive fashion toward other dogs or people, such as charging in aggressive manner and growling, fighting with other dogs, etc. must be removed by their owner.

32. If your dog bites or scratches a person (where the skin is broken) it will be subject to existing city quarantine ordinances.

COUNCIL BILL NO. 2018-605 ORDINANCE NO.

AN ORDINANCE amending Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-252, Rules, to implement certain language changes.

WHEREAS, the City adopted the Dog Park Rules on May 6th, 2013 as set forth in Ordinance 2013-106; and,

WHEREAS, the City would like to amend the Dog Park Rules on Ordinance 2013-106; and,

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

Section 1. That 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, be amended in Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86-252, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"Sec. 86-252. Rules.

…

The Director of Parks and Recreation shall have the authority to review and revise dog park rules as needed. The Director of Parks and Recreation shall cause all such rules to be posted at the entrance to any Dog Park in the City.

…"

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

Z&P Meeting: March 12, 2018
City Council Meeting: April 2, 2018

STAFF PLANNING REPORT
Site Plan

CASE 005-18 Site Plan Review

NAME OF SITE PLAN Menards Store

LOCATION: Approximately 1,000 feet East from the intersection of Richard Joseph Blvd West and Richard Joseph Blvd North

APPLICANT: Menards, Inc.

PRESENT ZONING: C2-PD, Central Business District Commercial Overlay District

PRESENT LAND USE: Vacant land

SITE CONTEXT:

	North	East	South	West
Existing Zoning	N/A	C2-PD	C2-PD	R3-PD
Land Use	Interstate 44	Commercial Center	Undeveloped	Call Center

SUBDIVISION:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
North Richard Joseph Blvd.	Local	60’
West Richard Joseph Blvd.	Local	60’

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

No, property currently has ingress/egress from Richard Joseph Blvd. North. Current right-of-way has sufficient capacity to serve this proposed development.

UTILITIES

Sewer is located adjacent to this property. Other utilities are located nearby and have adequate capacities to serve this development.

FLOOD PLAIN

The project is located near, but outside of the 100-yr. flood plain

DISCUSSION

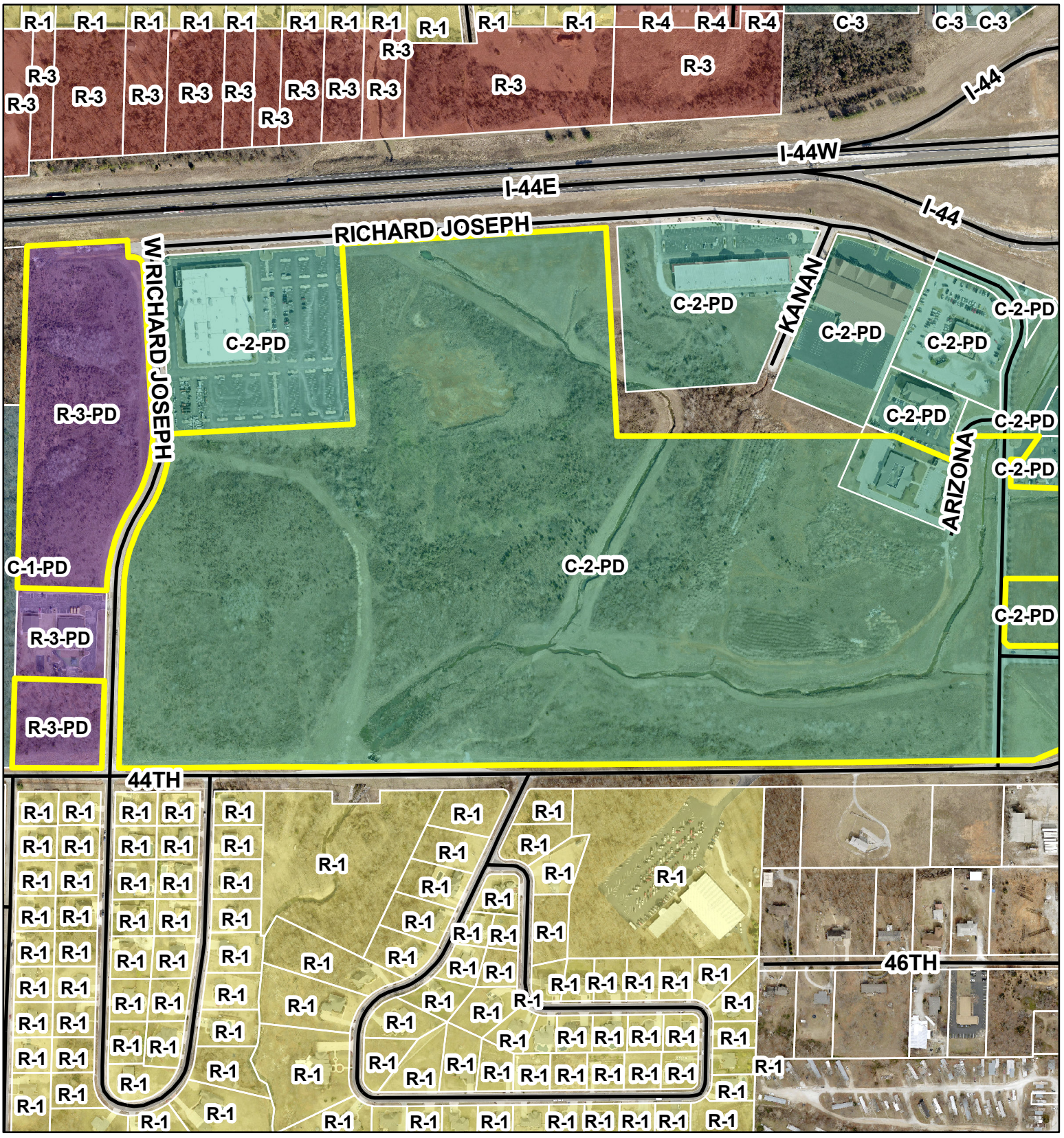
The planned (PD) overly district requires the review and approval of the site plan prior to the issuance of a building permit. The site plan submitted for review is for the construction of a new Menard's retail store located in the Silver Creek Galleria development. Total covered building area is approximately 206,000 sq. ft. The total outside yard area encompasses approximately 4.2 acres.

Staff has reviewed the site plan and has determine that it meets the requirements of our zoning code, including, requirements for off-street parking, landscaping and materials used on the front elevation of the store.

Staff recommends approval of Case 005-18.

ENCLOSURES:

Site Plan



0 355 710 1,420 2,130 2,840 Feet

N

Case 005-18: Located 1,000 feet East of the intersection of Richard Joseph Blvd West and Richard Joseph Blvd North – A request for a Site Plan Review – Menards, Inc.

Case 005-18: Site Plan Review – A request to review the Site Plan of a Proposed Retail Store located 1,000 feet East of the intersection of Richard Joseph Blvd West and Richard Joseph Blvd North – Menards Inc.

Wayne Stevenson, Anderson Engineering, 811 E 3rd Street, Joplin, MO. He was there representing Menards Inc.

Mr. Duncan asked where exactly the buildings were going to be located, if you could show us on the map,

Mr. Stevenson stated that it would be just East of the AT&T Store.

Mr. Duncan asked if that property that was listed as C-2-PD?

Mr. Stevenson stated it was.

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

Mr. Ramsour asked about the water issue on the property, possibly called the wet land.

Mr. Stevenson said that was correct with substantial mapped flood plain in this area. Basically, if you develop in that area you will have to file paperwork through FEMA and reroute the water. They are aware of the problem and avoiding the flood plain.

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.

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR TO APPROVE CASE 005-18, BE FORWARDED TO THE CITY COUNCIL WITH REMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, AND MRS. BRUCKNER-SEARS VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: SITE PLAN REVIEW FOR MENARD STORE.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 03/12/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of **(**5 in favor, 0 Nays, 2 Absent).

SUMMARY/REQUEST:
Case 005-18: Approximately 1,000 feet Ease from the intersection of Richard Joseph Blvd West and Richard Joseph Blvd North - A request to Review the Site Plan for the Proposed Menards Home Improvement Store – Menards, Inc.

STAFF SUMMARY:
The site plan submitted for review is for the construction of a new Menard's retail store located in the Silver Creek Galleria development. Staff has reviewed the site plan and has determine that it meets the requirements of our zoning code, including, requirements for off-street parking, landscaping and materials used on the front elevation of the store.

Staff recommends approval of Case 005-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Wayne Stevenson, Anderson Engineering, 811 E 3rd Street, Joplin, MO. He was there representing Menards Inc.

Mr. Duncan asked where exactly the buildings were going to be located, if he could show us on the map.

Mr. Stevenson stated that it would be just East of the AT&T Store.

Mr. Duncan asked if that property that was listed as C-2-PD?

Mr. Stevenson stated it was.

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

Mr. Ramsour asked about the water issue on the property, possibly called the wet land.

Mr. Stevenson said that was correct with substantial mapped flood plain in this area. Basically, if you develop in that area you will have to file paperwork through FEMA and reroute the water. They are aware of the problem and avoiding the flood plain.

PUBLIC COMMENT:
None.



1 / CT1 SITE PLAN
SCALE: 1" = 50'-0"

BUILDING AREAS

140,037 SQ. FT. HEATED SALES AREA
10,013 SQ. FT. HEATED RECEIVING AREA
10,940 SQ. FT. HEATED RESTROOMS, CHECKOUTS & OFFICE AREA
10,616 SQ. FT. HEATED SPECIAL ORDER AREA
23,373 SQ. FT. UNHEATED COVERED GARDEN CENTER
2,270 SQ. FT. UNHEATED COVERED REAR OVERHANG
4,220 SQ. FT. UNHEATED COVERED DELIVERY STAGING AREA
4,740 SQ. FT. UNHEATED FRONT BUILDING OVERHANGS
171,606 SQ. FT. TOTAL HEATED AREA
34,603 SQ. FT. TOTAL UNHEATED AREA
206,209 SQ. FT. TOTAL COVERED BUILDING AREA

48,970 SQ. FT. WAREHOUSE AREA

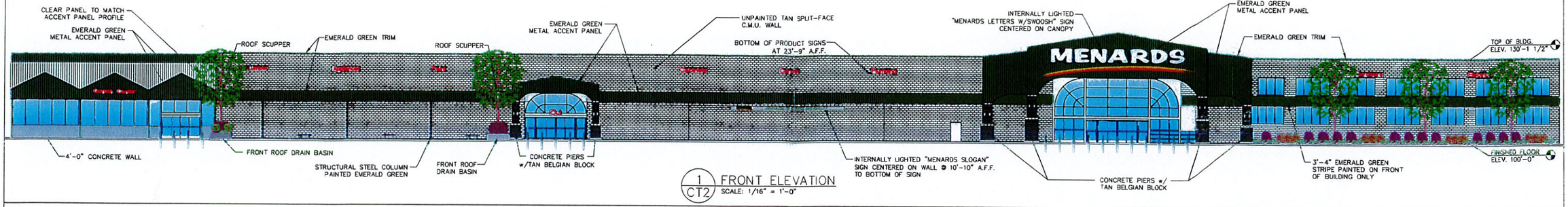
OVERALL LANDSCAPE LEGEND

Symbol	Botanical, Common Name	Size	Height	Width	Quantity
	Liriodendron tulipifera, Tulip tree	2.5" Dia.	60-90'	30-50'	7
	Cercis canadensis 'Appalachian Red', 'Appalachian Red' Eastern Redbud	1.75" Dia.	15-25'	15-25'	20
	Syringa reticulata, Japanese Lilac Tree	1.75" Dia.	20-30'	15-25'	10
	Malus 'Donald Wyman', 'Donald Wyman' flowering crabapple	1.75" Dia.	15-20'	17-22'	19
	Acer saccharum 'Legacy', 'Legacy' Sugar Maple	2.5" Dia.	40-60'	40-60'	5
	Ginkgo biloba, Ginkgo (maidenhair tree)	2.5" Dia.	25-50'	25-35'	4
	Nyssa sylvatica, Black Tupelo	2.5" Dia.	30-50'	20-30'	8
	Hydrangea arborescens 'Annabelle', 'Annabelle' Smooth Hydrangea	3 Gal.	3-5'	3-5'	10
	Hypericum prolificum, Shrubby St. Johnswort	3 Gal.	1-5'	1-4'	29
	Rhus aromatica, Fragrant Sumac	3 Gal.	2-6'	6-10'	22
	Viburnum acerifolium, Mapleleaf Viburnum	3 Gal.	3-6'	2-4'	29
	Hydroseed				
	4-8" Rip Rap Stone (Behind Warehouse) 1 1/2" River Rock (Landscape Planters)				

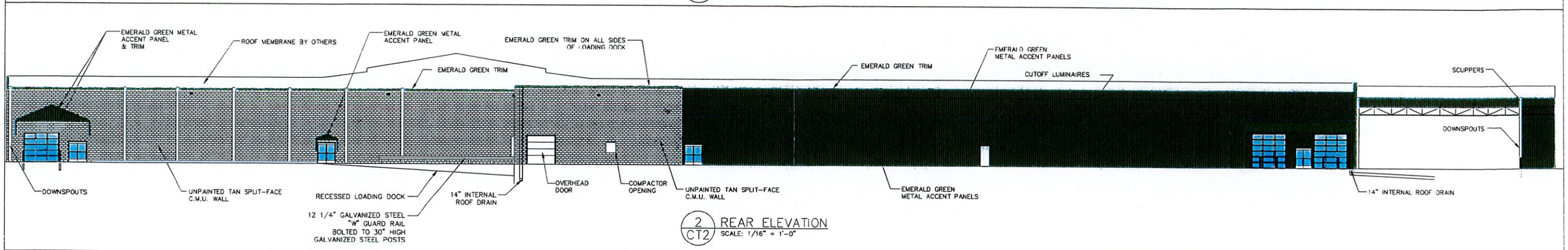
MENARDS

Joplin, Missouri
Site Landscape Plan
Scale: 1" = 60'-0"
February 13, 2018

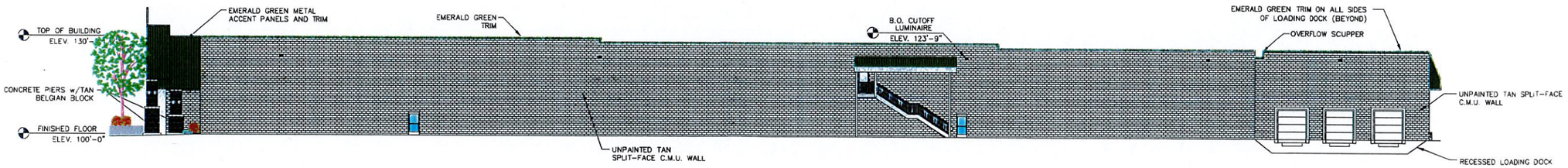
CT1



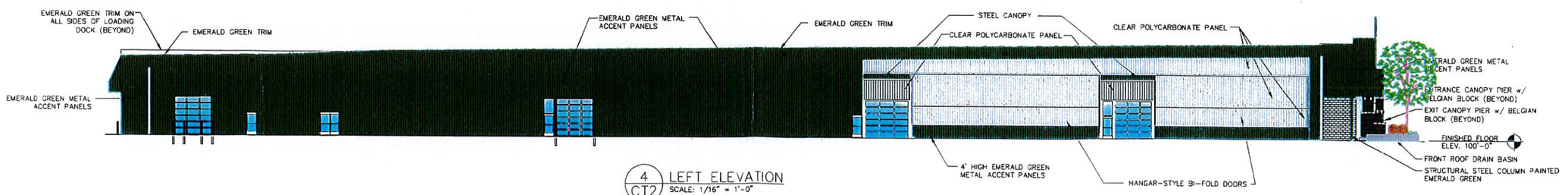
1 CT2 FRONT ELEVATION
SCALE: 1/16" = 1'-0"



2 CT2 REAR ELEVATION
SCALE: 1/16" = 1'-0"



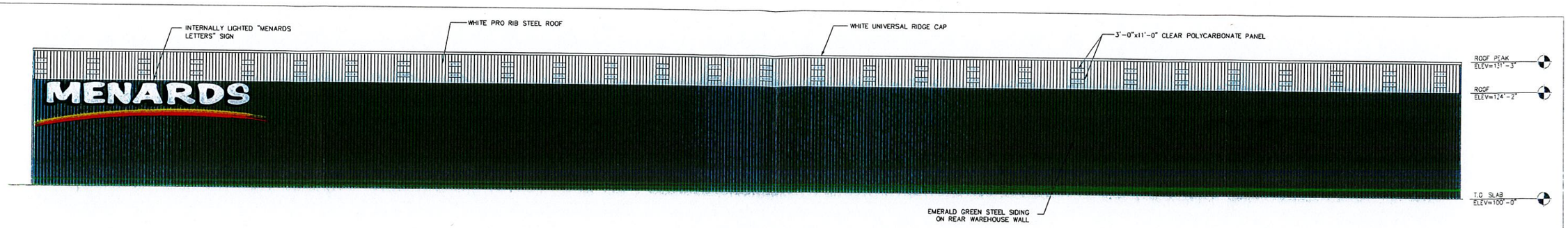
3 CT2 RIGHT ELEVATION
SCALE: 1/16" = 1'-0"



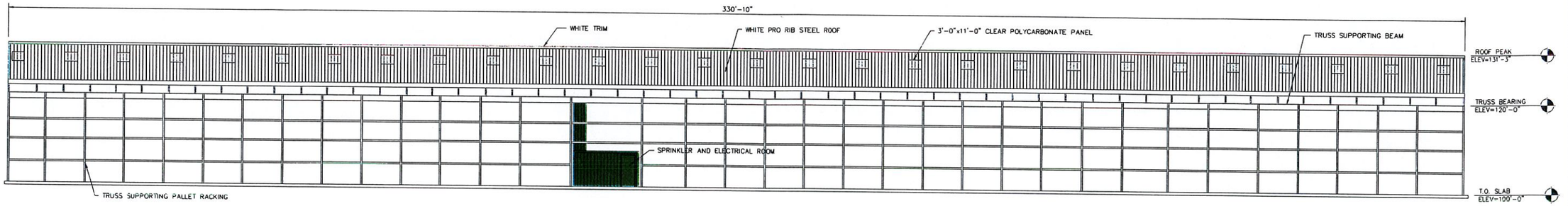
4 CT2 LEFT ELEVATION
SCALE: 1/16" = 1'-0"

MENARDS

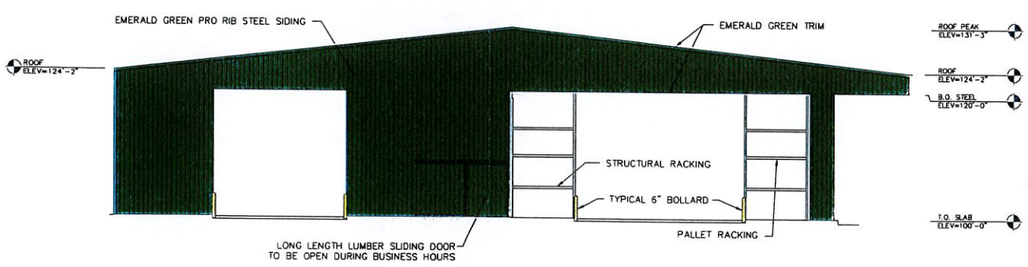
Joplin, Missouri
Proposed Building Elevation
February 07, 2018
Scale: 1/16" = 1'-0" CT2



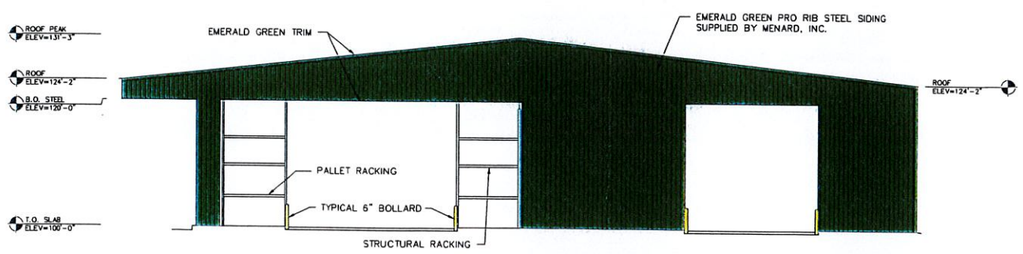
1 / CT4 WAREHOUSE REAR ELEVATION
SCALE: 3/32" = 1'-0"



2 / CT4 WAREHOUSE FRONT ELEVATION
SCALE: 3/32" = 1'-0"



4 / CT4 WAREHOUSE LEFT ELEVATION
SCALE: 3/32" = 1'-0"



5 / CT4 WAREHOUSE RIGHT ELEVATION
SCALE: 3/32" = 1'-0"

MENARDS

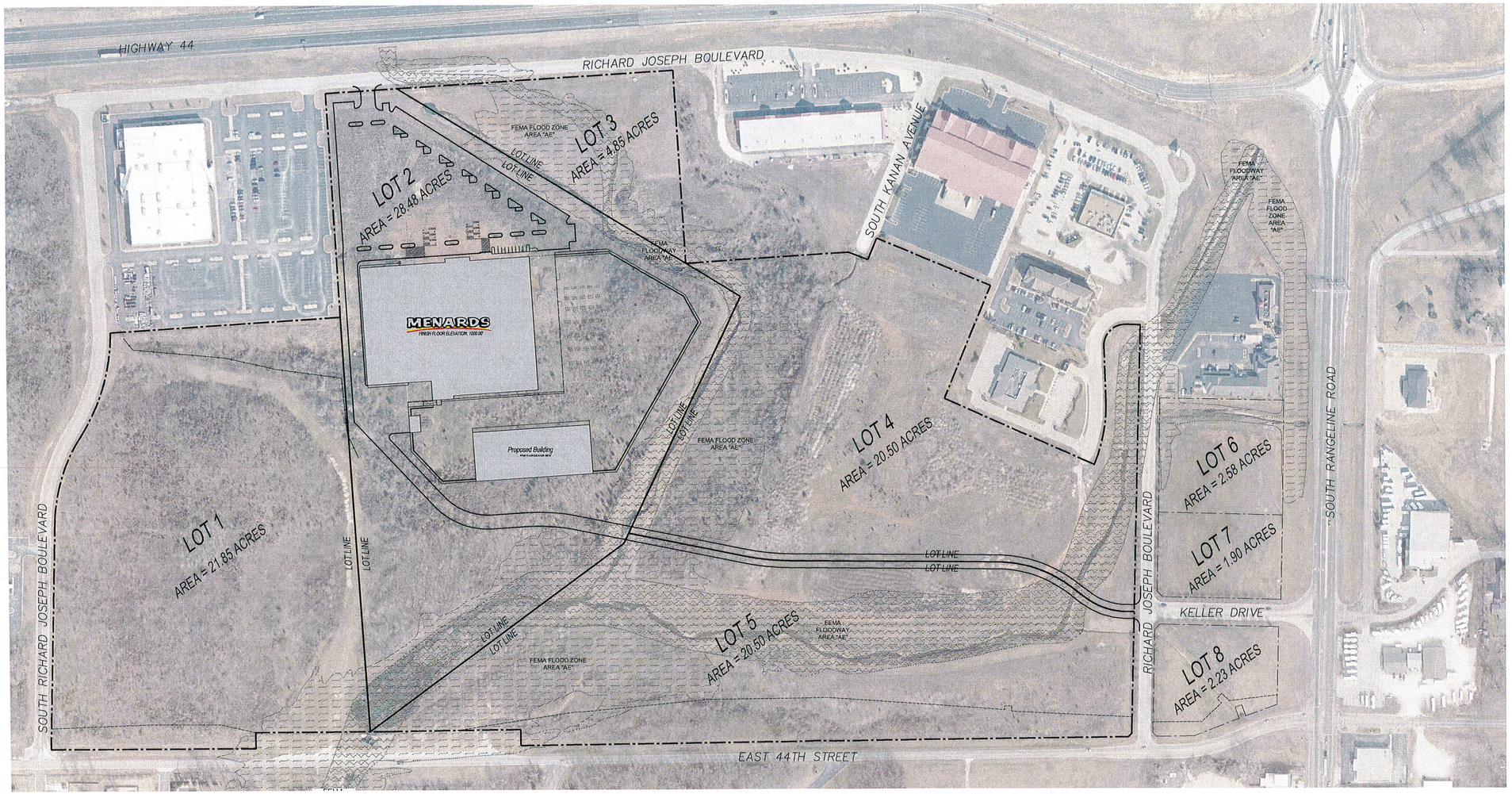
Joplin, Missouri
Menards Warehouse Elevations
February 07, 2018
Scale: as noted CT4

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

LAND DEVELOPMENT PLANS
RICHARD JOSEPH BOULEVARD
JOPLIN, MO

SHEET INDEX

NO.	DESCRIPTION	SUFFIX
1	COVER PAGE	C1.0
2	LOT 1 GRADING PLAN	C1.1
3	LOT 3 GRADING PLAN	C1.2
4	LOT 4 GRADING PLAN	C1.3
5	LOT 5 GRADING PLAN	C1.4
6	LOT 6-8 GRADING PLAN	C1.5
7	STREET PLAN & PROFILE	C1.6



ENGINEER:

ANDERSON ENGINEERING, INC.
811 E. THIRD STREET
JOPLIN, MO 64801
P: (417) 782-7399

MENARD, INC. CONTACT

CONTACT: TYLER EDWARDS, REAL ESTATE REPRESENTATIVE
PHONE: (715) 876-2143
5101 MENARD DRIVE
EAU CLAIRE, WISCONSIN 54703

SAFETY NOTES:

1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

SITE EXCAVATION GENERAL NOTES

1. A GEOTECHINICAL ANALYSIS HAS BEEN CONDUCTED ON THE EXISTING SITE. REFER TO PROJECT MANUAL.
2. TESTING OF CONTROLLED STRUCTURAL FILL, OBSERVATION OF EXCAVATIONS AND COMPACTION OF SUBGRADE SHALL BE DONE BY A QUALIFIED GOETECHNICAL ENGINEER. FOLLOW GEOTECHNICAL ENGINEER RECOMMENDATIONS FOR SITE EXCAVATION REQUIREMENTS.
3. REFER TO STRUCTURAL DRAWINGS FOR BUILDING EXCAVATION REQUIREMENTS.

GRAPHIC SCALE
150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.

N

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 886-2741
ANDERSON COA# 000562 • NEIL S BRADY PE# E-2007202274

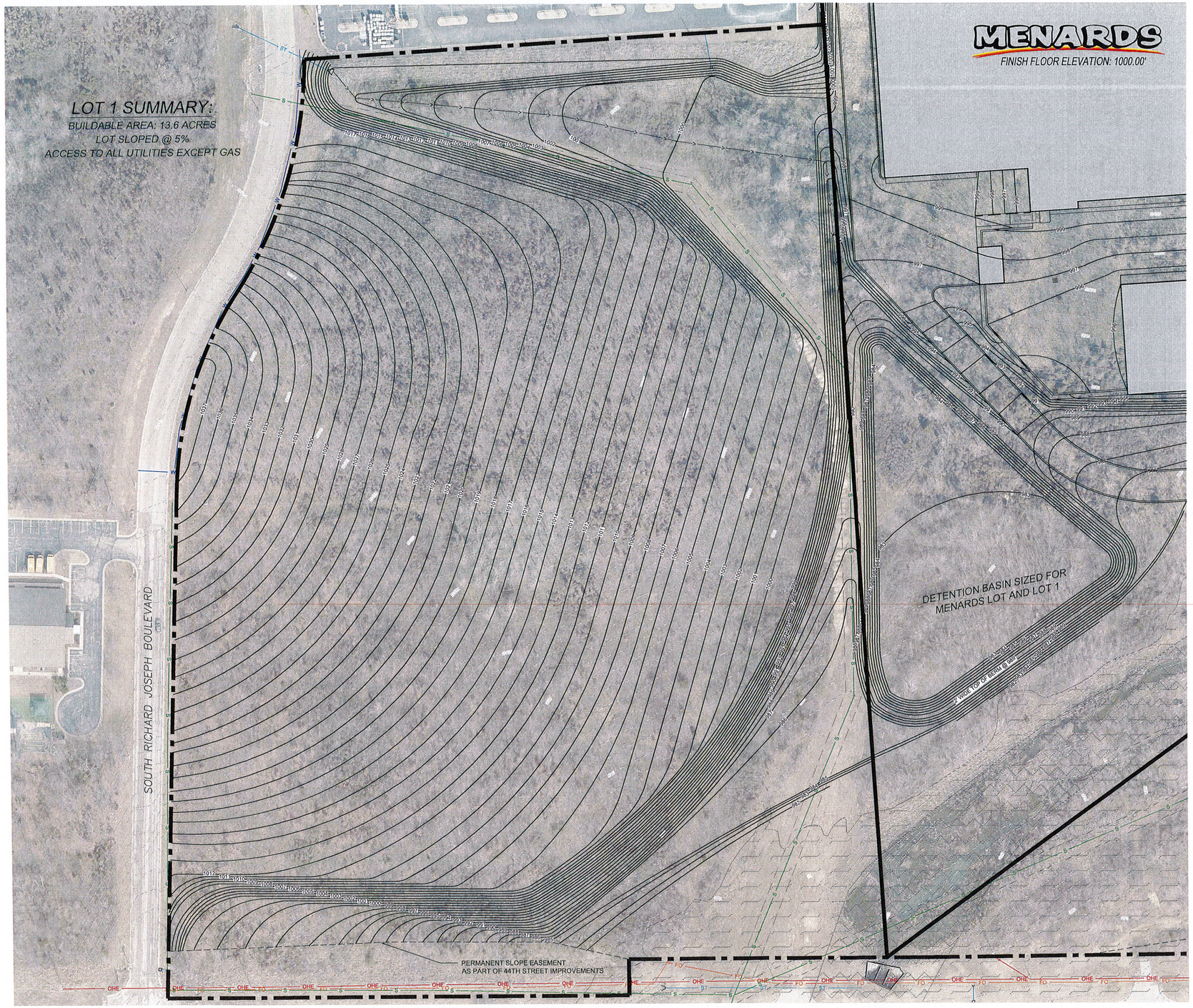
DRAWING INFO.
FIELD BY:
DRAWN BY: JCO
CHECK BY: WAS
DATE: 12/15/17
FIELD BOOK:
JOB NUMBER: 70069-17

REVISIONS
NO. | DESCRIPTION | DATE | BY

© COPYRIGHT ANDERSON ENGINEERING, INC. 2017

MENARD, INC.
OVERALL SITE PLAN
RICHARD JOSEPH BOULEVARD
JOPLIN, MISSOURI

DRAWING NO.
JOP 100-4730
SHEET NUMBER
C1.1
OF 11



LEGEND

- PROPERTY R/W
- SANITARY SEWER — SS
- STORM SEWER — ST
- TELEPHONE LINE — FO
- GAS LINE — GAS
- WATER LINE — W
- ELECTRIC LINE — OHE
- UNDERGROUND ELECTRIC — UE
- FENCE LINE — x — x
- PROP. DITCH FLOWLINE
- LOT LINE
- SLOPE EASEMENT
- EXISTING CONTOUR
- PROP CONTOUR

CAUTION:
EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SPECIAL NOTE:
FIELD VERIFY SANITARY SEWER CONNECTION INVERT PRIOR TO ESTABLISHING FINAL FINISH FLOOR ELEVATION. REFER TO SITE UTILITIES PLAN.

SPECIAL NOTE:
CONTRACTOR SHALL FIELD VERIFY THAT PROPOSED GRADES MATCH EXISTING PAVEMENT AT ALL CONNECTION POINTS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

N

GRAPHIC SCALE

60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 886-2741
ANDERSON COA# 000662 • NEIL S BRADY PE# E-2007020274

REVISIONS			DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	
			FIELD BY:	JCO
			DRAWN BY:	WAS
			CHECK BY:	
			DATE:	12/15/17
			FIELD BOOK:	
			JOB NUMBER:	70069-17

© COPYRIGHT ANDERSON ENGINEERING, INC. 2017

MENARD, INC.

LOT 1 GRADING PLAN

RICHARD JOSEPH BOULEVARD
JOPLIN, MISSOURI

DRAWING NO.
JOP 100-4730

SHEET NUMBER
C1.1
OF 11



LEGEND

PROPERTY R/W	
SANITARY SEWER	SS
STORM SEWER	ST
TELEPHONE LINE	FO
GAS LINE	G
WATER LINE	W
ELECTRIC LINE	OHE
UNDERGROUND ELECTRIC	UE
FENCE LINE	x x
PROP. DITCH FLOWLINE	
LOT LINE	
SLOPE EASEMENT	
EXISTING CONTOUR	
PROP CONTOUR	

CAUTION:
EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SPECIAL NOTE:
FIELD VERIFY SANITARY SEWER CONNECTION INVERT PRIOR TO ESTABLISHING FINAL FINISH FLOOR ELEVATION. REFER TO SITE UTILITIES PLAN.

SPECIAL NOTE:
CONTRACTOR SHALL FIELD VERIFY THAT PROPOSED GRADES MATCH EXISTING PAVEMENT AT ALL CONNECTION POINTS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP - CALL BEFORE YOU DIG

N

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON COA# 000952 • NEIL S BRADY PE# E-2007020274

REVISIONS NO.	DESCRIPTION	BY	DATE

DRAWING INFO.

FIELD BY:	
DRAWN BY:	JCO
CHECK BY:	WAS
DATE:	12/15/17
FIELD BOOK:	
JOB NUMBER:	70069-17

© COPYRIGHT ANDERSON ENGINEERING, INC. 2017

MENARD, INC.

LOT 3 GRADING PLAN

RICHARD JOSEPH BOULEVARD
JOPLIN, MISSOURI

DRAWING NO.
JOP 100-4730

SHEET NUMBER
C1.2
OF 11



LEGEND

PROPERTY R/W	
SANITARY SEWER	SS
STORM SEWER	ST
TELEPHONE LINE	FO
GAS LINE	G
WATER LINE	W
ELECTRIC LINE	OHE
UNDERGROUND ELECTRIC	UE
FENCE LINE	x x
PROP. DITCH FLOWLINE	
LOT LINE	
SLOPE EASEMENT	
EXISTING CONTOUR	
PROP CONTOUR	

CAUTION:
EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SPECIAL NOTE:
FIELD VERIFY SANITARY SEWER CONNECTION INVERT PRIOR TO ESTABLISHING FINAL FINISH FLOOR ELEVATION. REFER TO SITE UTILITIES PLAN.

SPECIAL NOTE:
CONTRACTOR SHALL FIELD VERIFY THAT PROPOSED GRADES MATCH EXISTING PAVEMENT AT ALL CONNECTION POINTS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP—CALL BEFORE YOU DIG!

N

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 864-3741
ANDERSON COA# 000092 • NEIL S BRADY PE# E-2007020274

DRAWING INFO.

FIELD BY:	
DRAWN BY:	JCO
CHECK BY:	WAS
DATE:	12/15/17
FIELD BOOK:	
JOB NUMBER:	70069-17

REVISIONS

NO.	DESCRIPTION	BY	DATE

© COPYRIGHT ANDERSON ENGINEERING, INC. 2017

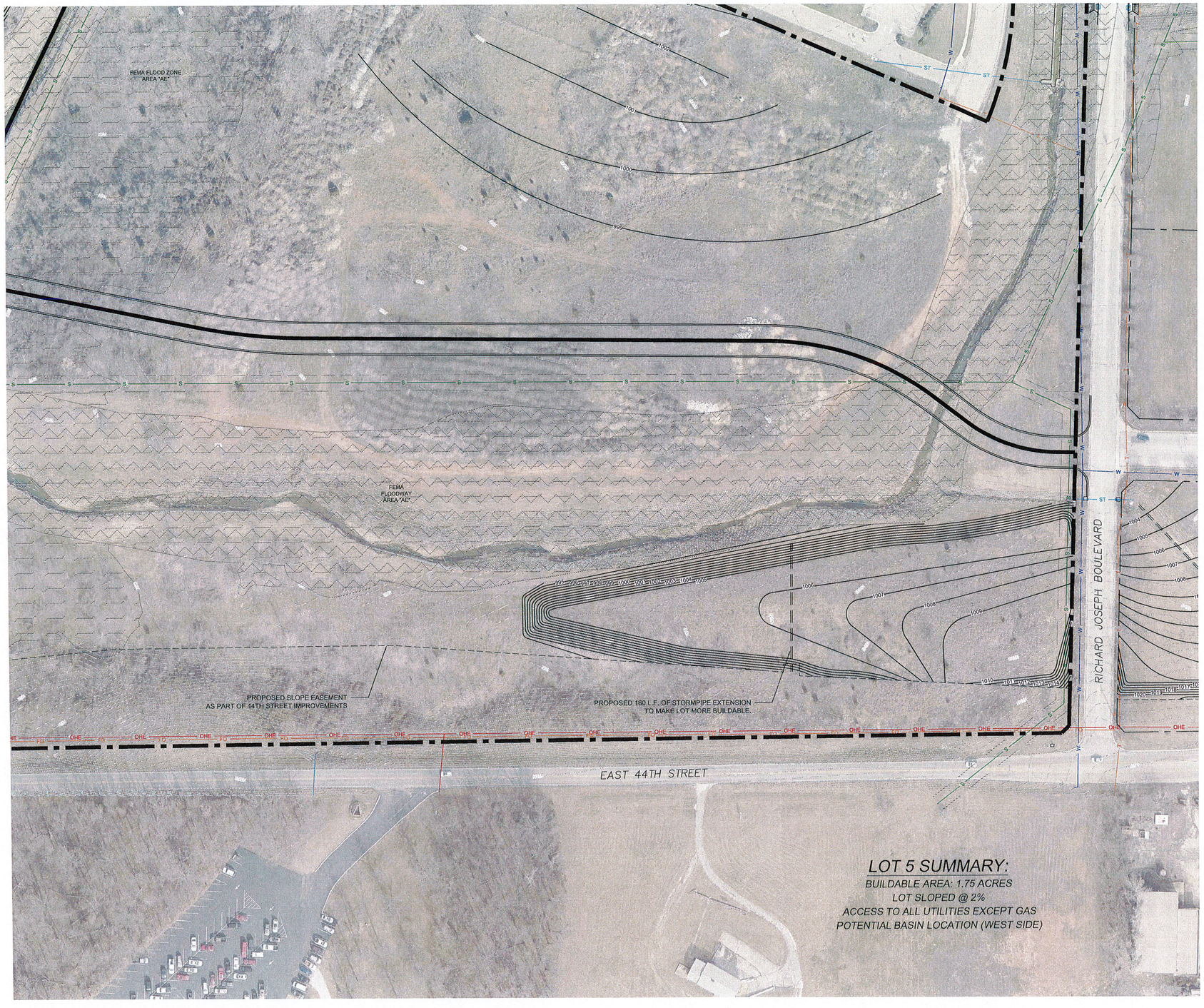
MENARD, INC.

LOT 4 GRADING PLAN

RICHARD JOSEPH BOULEVARD
JOPLIN, MISSOURI

DRAWING NO.
JOP 100-4730

SHEET NUMBER
C1.3
OF 11



LEGEND

- PROPERTY R/W
- SANITARY SEWER (SS)
- STORM SEWER (ST)
- TELEPHONE LINE (FO)
- GAS LINE (G)
- WATER LINE (W)
- ELECTRIC LINE (OHE)
- UNDERGROUND ELECTRIC (UE)
- FENCE LINE
- PROP. DITCH FLOWLINE
- LOT LINE
- SLOPE EASEMENT
- EXISTING CONTOUR
- PROP CONTOUR

CAUTION:
EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SPECIAL NOTE:
FIELD VERIFY SANITARY SEWER CONNECTION INVERT PRIOR TO ESTABLISHING FINAL FINISH FLOOR ELEVATION. REFER TO SITE UTILITIES PLAN.

SPECIAL NOTE:
CONTRACTOR SHALL FIELD VERIFY THAT PROPOSED GRADES MATCH EXISTING PAVEMENT AT ALL CONNECTION POINTS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

MISSOURI ONE CALL SYSTEM, INC.
1-800-344-7483
STOP—CALL BEFORE YOU DIG!

N

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON COA# 000505 • NEIL S BRADY PE# E-2007020274

REVISIONS NO.	DESCRIPTION	BY	DATE

DRAWING INFO.

FIELD BY:	JCO
DRAWN BY:	WAS
CHECK BY:	
DATE:	12/15/17
FIELD BOOK:	
JOB NUMBER:	70069-17

© COPYRIGHT ANDERSON ENGINEERING, INC., 2017

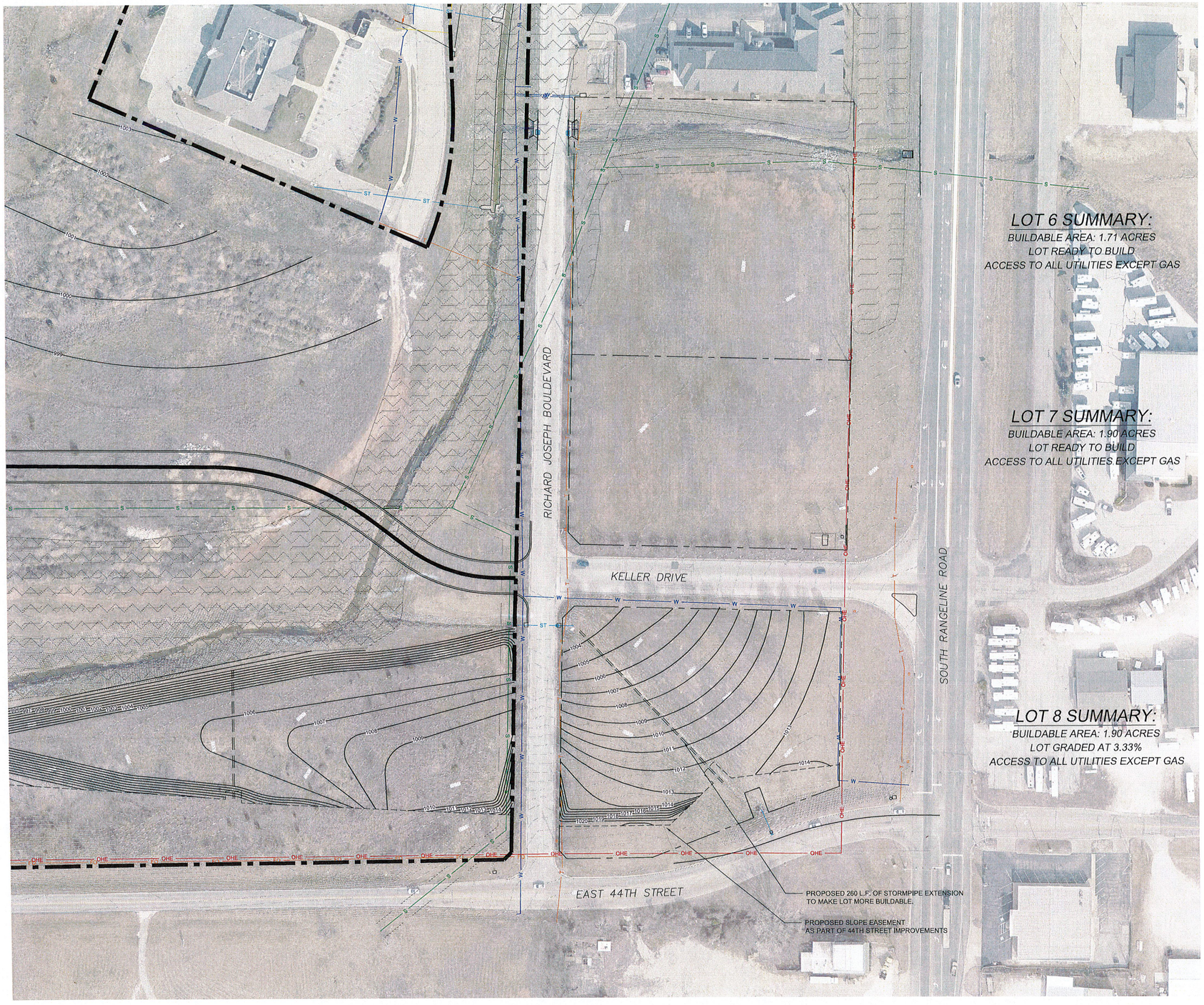
MENARD, INC.

LOT 5 GRADING PLAN

RICHARD JOSEPH BOULEVARD
JOPLIN, MISSOURI

DRAWING NO.
JOP 100-4730

SHEET NUMBER
C1.4
OF 11



LEGEND

- PROPERTY R/W
- SANITARY SEWER (SS)
- STORM SEWER (ST)
- TELEPHONE LINE (FO)
- GAS LINE (G)
- WATER LINE (W)
- ELECTRIC LINE (OHE)
- UNDERGROUND ELECTRIC (UE)
- FENCE LINE (x)
- PROP. DITCH FLOWLINE
- LOT LINE
- SLOPE EASEMENT
- EXISTING CONTOUR
- PROP CONTOUR

CAUTION:
EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SPECIAL NOTE:
FIELD VERIFY SANITARY SEWER CONNECTION INVERT PRIOR TO ESTABLISHING FINAL FINISH FLOOR ELEVATION. REFER TO SITE UTILITIES PLAN.

SPECIAL NOTE:
CONTRACTOR SHALL FIELD VERIFY THAT PROPOSED GRADES MATCH EXISTING PAVEMENT AT ALL CONNECTION POINTS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

N

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON COA# 000062 • NEIL S BRADY PE# E-2007022274

REVISIONS NO.	DESCRIPTION	BY	DATE

DRAWING INFO.

FIELD BY:	
DRAWN BY:	JCO
CHECK BY:	WAS
DATE:	12/15/17
FIELD BOOK:	
JOB NUMBER:	70069-17

© COPYRIGHT ANDERSON ENGINEERING, INC. 2017

MENARD, INC.

LOT 6-8 GRADING PLAN

RICHARD JOSEPH BOULEVARD
JOPLIN, MISSOURI

DRAWING NO.
JOP 100-4730

SHEET NUMBER
C1.5
OF 11