COUNCIL AGENDA
Monday, May 20, 2019
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. Proclamation Recognizing May 12-18, 2019 As Police Week And May 15 As Police Officers Memorial Day.

      Documents:

      POLICE WEEK 2019.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Toby Teeter, Joplin Area Chamber Of Commerce President, Will Present An Update On Economic Development, Including The Business Attraction Pipeline, And The Vision For The Future.

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-262
      AN ORDINANCE amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Appendix A, Land Use Table, by adding language to permit medical marijuana facilities in certain districts.

      Documents:

      CB 2019-262 SUMMARY.PDF
      CB 2019-262.PDF
      CB 2019-262 MINUTES.PDF

8. **Consent Agenda**

   1. Notes From The May 6, 2019 Informal Council Meeting

      Documents:

      MAY 6, INFORMAL.PDF

   2. Minutes Of The May 6, 2019 Council Meeting

Documents:

MAY 6, 2019.PDF

3. COUNCIL BILL NO. 2019-122

AN ORDINANCE amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination.

Documents:

CB2019-122.PDF

4. COUNCIL BILL NO. 2019 –261

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Missouri Development Finance Board and Main Street Joplin doing business as Downtown Joplin Alliance for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project.

Documents:

CB2019-261.PDF

9. Resolutions

1. RESOLUTION NO. 2019-006

A RESOLUTION establishing and identifying an Arts District in Downtown Joplin for marketing purposes only, to be known as the JOPLIN ARTS DISTRICT, commencing at B Street south to 12th Street, and from Wall Street east to Pennsylvania Avenue.

Documents:

RESOLUTION 2019-006 ESTABLISHING AN ARTS DISTRICT DOWNTOWN JOPLIN.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2019-126

AN ORDINANCE approving the reclassification of various positions in the Airport Division; adding a new Airport Police Officer position; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause.

Documents:

GS 2019-126 AIRPORT POLICE POSITIONS.PDF
CB 2019-126 ORDINANCE AIRPORT REORGANIZATION AND NEW POSITION.PDF
AIRPORT POLICE OFFICER JOB DESCRIPTION.PDF
CB 2019-126 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE MAY 21 2019.PDF
CB 2019-126 EXHIBIT B PROPOSED STAFFING CHANGES.PDF
CB 2019-126 EXHIBIT C BUDGET AMENDMENT.PDF

2. COUNCIL BILL NO. 2019-127
AN ORDINANCE authorizing the acceptance of Abatement Order on Consent (AOC) No. 2019-WPCB-1565 with the Missouri Department of Natural Resources (DNR) regarding Sanitary Sewer Overflows and Wastewater Treatment Plant Bypasses; and, containing an emergency clause.

Documents:

2019-127 - AOC SUMMARY SHEET - FINAL.PDF
JOPLIN - APPENDIX A - 2026 ACTIVITIES PLAN - SYSTEM RENEWAL AND SSO REDUCTION PROGRAM _APR2019.PDF
JOPLIN - APPENDIX B - SSO WARNING SIGN.PDF
JOPLINTURKEYCREEK_FACID_ENF_AOC_DRAFT2_2019_.PDF
CB 2019-127 AOC - DNR AGREEMENT SSOS AND BYPASSES_FOR REVIEW.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-003
AN ORDINANCE of the city of Joplin, Missouri establishing procedures and requirements relating to construction and deployment of small wireless facilities.

Documents:

SUMMARY_CB2019-003 SMALL CELL MANAGEMENT_AMENDING CHAPTER 106 ADDING ART VII.PDF
CB2019-003.PDF

2. COUNCIL BILL NO. 2019-612
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Missouri Department of Conservation, an agency of the State of Missouri, ("MDC"), and the National Audubon Society, Inc., a New York not-for-profit corporation, ("Audubon"), for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon; authorizing the City of Joplin to enter into an agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin.

Documents:

CB2019-612 COJ, MO CONSERVATION,AUDUBON TERM GROUND LEASE.PDF

3. COUNCIL BILL NO. 2019-613
AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin.

Documents:

CB2019-613-COJ-WILDCAR GLADES FRIENDS 5-20-2019 MTGMOU-05152019143545.PDF

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

    1. News From The Public Information Officer, Lynn Onstot

    2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2018. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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

Recognizing May 12-18, 2019 as Police Week and
May 15, 2019 as Police Officer's Memorial Day

WHEREAS, the Congress and the President of the United States designated May 15, 2019, as Peace Officer's Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the law enforcement agency of Joplin play an essential role in safeguarding the rights and freedoms of Joplin; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, we recognize and remember the 163 law enforcement officers that were killed in the line of duty in 2018; and

WHERAS, we especially remember the 19 officers with the Joplin Police Department that have given the ultimate sacrifice.

NOW, THEREFORE, I, Gary L. Shaw, Mayor of the City of Joplin, call upon all citizens of Joplin, and all patriotic, civic, and educational organizations to observe the week of May 12 - 18, 2019, as **POLICE WEEK** with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Joplin, to observe Wednesday, May 15, 2019, as **POLICE OFFICER'S MEMORIAL DAY** in honor of those peace officers who through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 15th day of May 2019.

_____

Gary L. Shaw, Mayor

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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-262: Medical Marijuana Facilities

MEETING DATE
May 13, 2019

ORIGINATING DEPT
Planning, Development, & Neighborhood Services

ATTACHMENTS
CB 2019-262 Ordinance, Case 017-19 Minutes

REVIEWED BY
Dept. Head: Troy Bolander; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends Chapter 29-A, the Zoning Code, by amending Appendix A, Land Use Table, by adding language to permit medical marijuana facilities in certain districts.

BACKGROUND
Amendment 2 is an amendment to the Missouri Constitution approved by voters on November 6, 2018. Generally, Amendment 2 permits doctors to recommend marijuana for medical purposes to patients with qualifying medical conditions and allows for the limited legal production, distribution, sale, and purchase of marijuana for medical use. However, Amendment 2 did not change civil or criminal laws governing the use of marijuana for nonmedical purposes. Amendment 2 establishes four types of medical marijuana facilities: cultivation, infused products, dispensary, and testing. Each facility must be licensed by DHSS.

Municipalities may not prohibit medical marijuana. However, municipalities may enact time, place, and manner restrictions as long as they are not unduly burdensome on the operation of a facility. For instance, dispensaries may be regulated the same as pharmacies. Amendment 2 establishes a default 1,000-foot setback from any church, day care, or school. Municipalities may decrease this setback. It is recommended that cultivation facilities be zoned as agricultural (AG) for outdoor cultivation or industrial (M-2) for indoor cultivation; infused products facilities be zoned as industrial (M-2); and dispensary and testing facilities be zoned as commercial (C-2 and C-3).

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

P & Z Case 017-19
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-262 ORDINANCE NO

AN ORDINANCE amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Appendix A, Land Use Table, by adding language to permit medical marijuana facilities in certain districts.

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

WHEREAS, the City of Joplin, Missouri (the "City") is a body corporate, home rule charter city, and political subdivision of the State of Missouri, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri (the "City Code"), was adopted for the purpose of promoting the public health, safety, comfort, morals, convenience, and general welfare of the City; and

WHEREAS, the voters of the State of Missouri approved an amendment to Article XVI of the Missouri Constitution establishing a Right to Access Medical Marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana medical use; and

WHEREAS, the City desires to amend Chapter 29-A of the City Code to clarify regulations regarding medical marijuana in accordance with the purposes of the Missouri Constitution; and

WHEREAS, the City desires to protect the public health and safety by establishing reasonable regulations on medical marijuana related businesses regarding noise, air quality, neighborhood safety, security, and other health and safety concerns; and

WHEREAS, in accordance with procedures established in Chapter 29-A of the City Code, and Chapter 89 of the Missouri Revised Statutes, proceeding were initiated to amend Chapter 29-A of the City Code as hereinafter set forth; and

WHEREAS, public notice was given by publication in the Joplin Globe on April 28, 2019, a newspaper having a general circulation in the City of Joplin, Missouri, that public hearing of the Zoning and Planning Commission would take place on May 13, 2019 at 4:00 P.M., where the Zoning and Planning Commission of said City would consider the aforesaid amendments; and

WHEREAS, on May 13, 2019 at 4:00 P.M., the Zoning and Planning Commission did conduct said public hearing, and did evaluate the proposed amendments to Chapter 29-A of the City Code; and

WHEREAS, at said public hearing, the Zoning and Planning Commission did conclude

and recommend to the City Council and the hereinafter described amendments to Chapter 29-A of the City Code should be approved.

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

Section 1. Section 29A-201, "Definitions," of the Code of the City of Joplin, Missouri (the "City Code") is hereby amended by adding the following definitions as subparts, which subparts shall hereafter read as follows:

"Medical Marijuana Cultivation Facility" means a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility."

"Medical Marijuana Dispensary Facility" means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility."

"Medical Marijuana Facility" means a Medical Marijuana Cultivation Facility, Medical Marijuana Dispensary Facility, Medical Marijuana Infused Products Manufacturing Facility, or Medical Marijuana Testing Facility.

"Medical Marijuana Infused Products Manufacturing Facility" means a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana Infused Products Manufacturing Facility.

"Medical Marijuana Testing Facility" means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Other than as specifically set forth hereinabove, all other definitions and subparts of Section 29A-201 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

Section 2. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by adding the following uses:

"Medical Marijuana Cultivation Facility, Medical Marijuana Dispensary Facility, Medical Marijuana Infused Products Manufacturing Facility, Medical Marijuana Testing Facility."

Section 3. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by permitting the following uses in AG (Agricultural) Districts:

"Medical Marijuana Cultivation Facility."

Section 4. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by permitting the following uses in C-2 (Central Business) and C-3 (Commercial) Districts:

"Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility."

Section 5. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by permitting the following uses in M-2 (Heavy Industrial) Districts:

"Medical Marijuana Cultivation Facility, Medical Marijuana Infused Products Manufacturing Facility."

Section 6. Section 2 (Use Standards) of Appendix A (Land Use Table) of Chapter 29-A (Zoning Code), of the Joplin Code be amended by adding a new Section HH, "Standards for Medical Marijuana Uses," which subsection shall hereafter read as follows:

(1) Buffer Requirement. No medical marijuana facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, licensed child day care center, or church. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.

(2) Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

(3) Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana facility.

(4) Hours of Operation. All medical marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m.

(5) Display of Licenses Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

(6) Residential Dwelling Unit Prohibited. No medical marijuana facility shall be

located in a building that contains a residence.

(7) Ventilation Required. All medical marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the facility. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

(8) Site Plan Review Required. A site plan meeting the requirements of this Code shall be submitted for review and approval subject to the procedures of Article 22. The site plan shall include a description of the ventilation system to be used to contain odors within the facility.

Section 7. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected that it cannot be presumed that the City Council would not have enacted such provisions without the others.

Section 9. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CB 2019-262

Case 017-19: Joplin Zoning Regulations Text Amendment – A request to review a text amendment to the City of Joplin's zoning regulations that addresses the time, place, and manner for the legal production, distribution, sale, and purchase of medical marijuana as approved by Missouri voters on November 6, 2018 – City of Joplin.

Troy Bolander, 602 S. Main, Joplin, MO, Director of Planning & Development. There is a council bill that has been given to you that was prepared by our Legal Department. As you are aware, the voters of Missouri voted to amend the Missouri Constitution to establish the right to access medical marijuana which allows legal production, distribution, sale, and purchase as a medical use. The State Department that is handling a lot of these regulations is Missouri Department of Health and Senior Services. The last we heard, finalization of their rules will be around June 4th. We will not prohibit this kind of use since it was voted on by Missouri voters. You have to allow it; no community can prohibit it. We tried to deliver a Council Bill that protects the health, safety, and welfare of our Community, while still allowing this type of use. Some of the highlights of the Council Bill that will actually go to City Council on May 20, 2019. It is on a different time line than the other requests you have heard today.

There are four (4) identified uses in this council bill:

1. Medical Marijuana Cultivation Facility - a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana.

2. Medical Marijuana Dispensary Facility - a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana.

3. Medical Marijuana Infused Products Manufacturing Facility - a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility.

4. Medical Marijuana Testing Facility – a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Since we have to allow this type of business we have to update our zoning code. What you see before you are the categories that we recommend these uses fall under. Section 3; Use Standards of the Code, in the Agricultural District, we would allow medical marijuana cultivation facility, in the Central Business District, C-2 and C-3, we would allow medical marijuana dispensaries and the testing facilities. In the M-2, Heavy Industrial District it would allow the cultivation facility and infused product manufacturing facility. There are use standards that we are recommending be placed in the zoning code, such as buffering requirements, and all should be at least 1,000 feet from an existing elementary school, secondary school, license day care center or church. That follows state requirements word for word. All medical marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of

marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. The out-door operations and storage are prohibited, must be inside and secured, and on site usage is prohibited. We have found out that ventilation is a concern. The new facilities for this use will have to have ventilation.

Mr. Ramsour asked if there are any questions from the commissioners? Will each of these facilities necessarily have to be rezoned for their use if it is not currently zoned?

Mr. Bolander stated that the property would have to be rezoned or go into an existing district.

Mrs. Steele wanted to know, if it is medical marijuana, why can it not be consumed on site?

Mr. Bolander stated medical marijuana can be delivered by a smoking method or by a device which the odor may cause a nuisance.

Mr. Ramsour asked if there were any other questions from the commission? He asked if there was anyone else who would like to speak in favor of this case?

Mr. Paul Calicoat, 3946 5 Mile Rd, Seneca, MO., he had two comments and spoke highly in favor of this case. He stated that the reason it cannot be consumed in public because it's federally illegal to do that and all the constitutional change did was allow for those three items. The odor mitigation in a dispensary or retail shop is really not needed and the reason its because the marijuana will be in closed containers as it comes to retail. Odor mitigation is clearly a problem for cultivation and extraction because you have the raw plant available. Once transporting to dispensary, it is a closed container.

Mr. Ramsour wanted to know how that would be handled.

Mr. Bolander stated that in the section on ventilation required it doesn't say what kind of ventilation to use. The purpose of it is that no odor shall be detected by a person with normal sense of smell outside the boundary of the facility. If you can't smell it outside the property boundary, then it doesn't apply.

Gilbert Roland, 901 Pennsylvania, Joplin, MO. In regard to the building and location in the downtown area. A statement was made about the residentials over the downtown buildings. What is the reasoning behind that?

Mr. Bolander stated that some of the nuisance could apply to that type of facility. (The odor again.) It states to be contained in the building and if it goes to the upstairs where the residence reside that could cause some problems.

Mr. Ramsour asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. DERMOTT, TO APPROVE CASE 017-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE

RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

JOPLIN CITY COUNCIL
INFORMAL MEETING AGENDA
MONDAY, MAY 6, 2019
5TH FLOOR INFORMAL COUNCIL ROOM
602 S. MAIN ST.
5:15 PM

1. CDBG-DR Update: City Staff; Guidehouse
2. Any other business

Notice posted at 12:00 pm. on this 2nd day of May 2019. (RSMo 610.020)

JOPLIN CITY COUNCIL
MAY 6, 2019 MEETING MINUTES

CALL TO ORDER

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

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, Keenan Cortez, Anthony Monteleone, Diane Reid Adams, Gary Shaw, and Phil Stinnett. Also, in attendance were City Attorney Peter Edwards. Absent: Melodee Colbert-Kean; Doug Lawson and Ryan Stanley, 3. Motion by Mr. Monteleone, second by Mr. Cortez to excuse Mrs. Colbert-Kean, Mr. Lawson and Mr. Stanley. Voting in favor were Council Members: Brown, Cortez, Monteleone, Reid Adams, Shaw and Stinnett, 6. Also absent was Interim City Manager Dan Pekarek.

PRESENTATIONS

Mayor Gary Shaw presented a proclamation recognizing May 5-11, 2019 as National Correctional Officers Week to Police Chief Matt Stewart and some of the correctional officers' staff: Enjoli Jones, Ashley Cousatte, Melanie Conway, Camela Ruch, Crystal Reed, and Travelle Smith.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Joplin Airport Manager Steve Stockam presented an update regarding the new air service from Joplin to Chicago. The service begins June 6, 2019 with 2 flights per day except Saturday. The Airport/COJ signed a 1-year $600,000 Minimum Revenue Guarantee agreement for the service. The City Council previously approved a partnership agreement to fund the MRG, if needed. The City will fund $400,000 with the remaining $200,000 pledged through Economic Development of the Joplin Area Chamber of Commerce. Mr. Stockam reviewed proposed changes/upgrades to some of the operational sectors and facilities, and personnel changes that will need to be made due to the addition of the new service to Chicago and the continued growth of the Dallas route. CVB Director Patrick Tuttle showed a short video promoting the benefits of Joplin, ***Visit Joplin***, which will be shown on various American Airline flights as well as in many airport terminals.

Harvey Hutchinson, Joplin, addressed Council as being in support of the air service to Chicago.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Stinnett, second by Mr. Monteleone to approve the Consent Agenda. Voting in favor were Council Members: Brown, Cortez, Monteleone, Reid Adams, Shaw, and Stinnett, 6. Nays: 0. Absent: Colbert-Kean, Lawson, Stanley, 3.

Notes from the April 15, 2019 Informal Council Meeting
Minutes of the April 15, 2019 Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Cortez introduced Council Bill No. 2019-123 - an ordinance approving an amendment (Change Order No. 3) to the construction agreement with Crews Construction Inc., in the not to exceed amount of One Hundred Fifty-One Thousand Six Hundred Thirty-six and no/ Dollars ($151,636.00) for the Tin Cup Lift Station Renovation Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2019-123 be passed on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Monteleone, Reid Adams, Shaw, and Stinnett, 6. Nays: 0. Absent: Colbert-Kean, Lawson, Stanley, 3. The Council Bill was declared adopted and entitled **Ordinance No. 2019-071**

Mr. Brown introduced Council Bill No. 2019-124 - an ordinance approving a Purchase Order to be issued to Ace Pipe Cleaning Inc. in the amount of Three Hundred Eighty-Five Thousand Four Hundred Forty-Five and no/100 Dollars ($385,445.00) to cover Evaluation and Rehabilitation of Wastewater Collection and containing an emergency clause. Motion by Mr. Brown, second by Mr. Cortez that Council Bill No. 2019-124 be passed on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Monteleone, Reid Adams, Shaw, and Stinnett, 6. Nays: 0. Absent: Colbert-Kean, Lawson, Stanley, 3. The Council Bill was declared adopted and entitled **Ordinance No. 2019-072**

Council Bill No. 2019-125 - Michael Haynes, 600 E St. Louis St. Springfield MO, requested to address Council on this item on behalf of AT&T to ask the city council to move the item from an Emergency bill to First Reading to give AT&T time to review the proposed amendment. After discussion among the city council and staff, Mr. Brown made a motion to Table Council Bill No. 2019-123. Motion to Table Council Bill No. 2019-125 **failed** due to lack of a second.

Mr. Stinnett introduced Council Bill No. 2019-125 - an ordinance amending Chapter 106, "Streets, Sidewalks and Other Public Places," by enacting a new Article VI, "Rights-of-Way Management;" and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2019-125 be passed on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Monteleone, Reid Adams, Shaw, and Stinnett, 6. Nays: 0. Absent: Colbert-Kean, Lawson, Stanley, 3. The Council Bill was declared adopted and entitled **Ordinance No. 2019-073**

ORDINANCES – FIRST READING

Mr. Monteleone introduced Council Bill No. 2019-122 - an ordinance amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2019-122 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Cortez, Monteleone, Reid Adams, Shaw, and Stinnett, 6. Nays: 0. Absent: Colbert-Kean, Lawson, Stanley, 3. The Council Bill was read as **Council Bill No. 2019-122**.

Dr. Reid Adams introduced Council Bill No. 2019 –261 - an ordinance authorizing the City of Joplin to enter into an agreement with the Missouri Development Finance Board and Main Street Joplin doing business as Downtown Joplin Alliance for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project. Motion by

Dr. Reid Adams, second by Mr. Brown that Council Bill No. 2019-261 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Cortez, Monteleone, Reid Adams, Shaw, and Stinnett, 6. Nays: 0. Absent: Colbert-Kean, Lawson, Stanley, 3. The Council Bill was read as **Council Bill No. 2019-261**

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

Margey Upson, Joplin, requested to address Council regarding doing something different**.**

News from the Public Information Officer, Lynn Onstot

A Public Open House to learn more about Smart Cities has been rescheduled for Tuesday, May 7. It will be held from 4:30 to 6:30 pm at Bookhouse Cinema on Broadway Avenue. Everyone is invited to the meetings to talk with staff at various informational stations, and to share their ideas for Joplin's future.

A public meeting for the 44th Street widening project will be held on Wednesday, May 8 from 4:30 to 6 p.m. at Christ Community United Methodist Church located at 2700 E 44th Street. The project will widen 44th Street, from Connecticut Avenue east to Range Line Road, and Connecticut Avenue from the bridge over Interstate 44, south to 44th Street. The design is for a five-lane road, with a sidewalk and shared use path, as well as a roundabout at the intersection of 44th and Connecticut Avenue. It is being funded through the 3/8 cent Capital Improvement Sales Tax approved by voters in 2014.

The City invites the public to attend one of the two Transit Visioning Sessions scheduled this week focusing on the ***Joplin Transit Service Analysis***. Anyone with an interest in the community's public transportation system is encouraged to attend. The meetings will be held on Thursday, May 9 from 2 to 4 p.m. or 5:30 to 7:30 p.m. and will be held at the Joplin Public Library, at 1901 East 20th Street. Online commenting is also available via trolley.digicate.com through May 31. The feedback gathered during these sessions and online comments will be used to develop recommendations for a series of transit improvement alternatives. Some will be long-, medium-, and short-term but all will address costs and financial resources. These will be shared with the public near the end of 2019. More details about these meetings, along with other City program announcements can be found on the City's website, joplinmo.org. Thank you.

Comments from Council:

Mayor Shaw stated he attended the Arbor Day celebration at Landreth Park recently and presented a proclamation to name April 27 as Arbor Day for 2019. It was an enjoyable event.

The closed session was cancelled.

There being no further business, the meeting was adjourned at 7:53 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-122 – Approval for the adoption of the City of Joplin's Illicit Discharge Detection and Elimination Ordinance.

MEETING DATE
May 6, 2019

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
CB 2019-122, IDDE Ordinance

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager; Dan Pekarek.

SUMMARY
This Council Bill approves the amendment to the Joplin City Code of Ordinances by amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination which includes new regulations pertaining to the prohibition of Illicit Discharge and setting a date as to when this ordinance shall become effective.

BACKGROUND
The U.S Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) storm water permitting program labels municipal separate storm sewer systems (MS4s) as either "small", "medium" or "large" for the purposes of regulation. The City of Joplin, as a regulated small MS4 operator, is required to submit a permit application and obtain coverage under a NPDES storm water permit. Under the permit, the City is required to develop and implement a storm water management program that includes six minimum control measures (MCMs), evaluation /assessment and reporting efforts, and recordkeeping. Furthermore, the permit requires the City to submit best management practices to the Missouri Department of Natural Resources under the direction of the EPA, identify sources of pollution and contamination, and create and enforce programs and ordinances to eliminate or reduce pollutant discharges into stormwater conveyance systems. As a regulated small MS4 operator, the City of Joplin is federally mandated to develop an ordinance, or other regulatory mechanism, prohibiting (to the extent allowable under State or local law) non-stormwater discharges into the MS4 and develop appropriate enforcement procedures and actions.

DISCUSSION
The City of Joplin is currently in the process of renewing their MS4 permit. As part of this renewal process, the City was federally mandated to submit a stormwater management plan which included the 6 MCMs. These 6 MCMs consist of (1) Public education and outreach of stormwater impact, (2) Public involvement and participation, (3) Illicit Discharge Detection and Elimination, (4) Construction site stormwater runoff and control, (5) Post construction stormwater management in New-development and Re-development, and lastly (6) Pollution prevention/Good housekeeping for municipal operations. City staff worked with the MODNR to develop the 6 MCMs which collectively comprise the City's stormwater management plan.

Through coordinated efforts with the MODNR, City staff were able to submit each MCM to MODNR for review, receive feedback on each MCM, adjust and modify each MCM based on those comments, and subsequently resubmit and receive approval from MODNR for each MCM. MCM #3 however, Illicit Discharge Detection and Elimination, was conditionally approved pending the successful passing of an ordinance by the City to explicitly prohibit non-stormwater discharges into the MS4. To comply with this condition for approval, City staff developed the Illicit Discharge Detection and Elimination Ordinance. A public meeting for stakeholders was subsequently held on April 15th, providing affected stakeholders with an opportunity to view the ordinance and provide feedback on it.

RECOMMENDATION

Amending the Joplin City Code of Ordinances by adding a new Division 9, Illicit Discharge Detection and Elimination Ordinance in Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal of the City of Joplin's Code of Ordinances which includes new regulations pertaining to the prohibition of Illicit Discharge and setting a date as to when this ordinance shall become effective.

Division 9. – Illicit Discharge Detection and Elimination (IDDE)

Section 118-301. General Provisions

a) Findings of Fact.

It is hereby determined that:

1) Federal regulations define an illicit discharge as "...any discharge to an MS4 that is not composed entirely of stormwater..." with some exceptions.
2) Illicit discharges are considered "illicit" because MS4s are not designed to accept, process, or discharge such non-stormwater wastes.
3) Illicit discharges result in untreated discharges that contribute high levels of pollutants, including heavy metals, toxics, oil and grease, solvents, nutrients, viruses and bacteria to receiving waterbodies.

b) Purpose

The purpose and intent of this Ordinance is to ensure the health, safety and general welfare of citizens of the City of Joplin through the regulation of non-stormwater discharges to the storm drain system to the maximum extent practicable BMPs and found them to be effective for the Joplin region and in accordance with current city codes, as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit. The objectives of this Ordinance are:

1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges from any user,
2) To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system, and
3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Ordinance
4) Enforcement – See Section 16

c) Authority.

The City of Joplin, a Missouri Municipal Corporation.

d) Applicability

This Ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City of Joplin.

Section 118-302. Definitions

a) *Authorized Enforcement Agency*: Employees or designees of the City of Joplin designated to enforce this Ordinance.

b) *Best Management Practices (BMPs):* Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to

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control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

c) *Clean Water Act*. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

d) *Construction Activity*. Activities subject to NPDES Construction Permits, which generally include construction projects resulting in land disturbance of 1 acre or more, or less if part of a larger common project. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

e) *Hazardous Materials*. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

f) *Illegal Discharge*. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section 7 of this Ordinance.

g) *Illicit Connections*. An illicit connection is defined as any of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system; and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

h) *Industrial Activity*. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

i) *MS4*. Municipal Separate Storm Sewer System; a municipality which has a sanitary sewer system and a stormwater sewer system so that the two systems are completely separate.

j) *National Pollutant Discharge Elimination System (NPDES) Permit*. A permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

k) *Non-Stormwater Discharge*. Any discharge to the storm drain system that is not composed entirely of stormwater.

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l) *Person*. Means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

m) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

n) *Premises*. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

o) *Storm Drain System*. Publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any road drainage systems, municipal street, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

p) *Stormwater*. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

q) *Stormwater Pollution Prevention Plan (SWPPP):* A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

r) *Wastewater*. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Section 118-303. Applicability
This Ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Section 118-304. Responsibility for Administration
The City of Joplin shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted, or duties imposed upon the authorized enforcement agency may be delegated in writing by the administrator of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

Section 118-305. Severability.
The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment,

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or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

Section 118-306. Ultimate Responsibility.
The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section 118-307. Discharge Prohibitions.

a) Prohibition of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

b) The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
    1) The following discharges are exempt from discharge prohibitions established by this Ordinance:
        a. landscape irrigation or lawn watering;
        b. diverted stream flows,
        c. rising groundwater;
        d. uncontaminated groundwater infiltration to storm drains;
        e. uncontaminated pumped groundwater;
        f. foundation or footing drains (not including active groundwater dewatering systems);
        g. uncontaminated water from crawl space/basement sump pumps;
        h. air conditioning condensation;
        i. springs;
        j. individual residential car washing as prescribed in Article IV – Section 114-358 (2)
        k. natural riparian habitat or wetland flows;
        l. flows through mine tailings;
        m. emergency fire-fighting activities; and
        n. any other water source not containing pollutants.
    2) The following discharges are not exempt from discharge prohibitions established by this Ordinance:
        a. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water.
            1. However, planned discharges from potable water sources may be discharged to the MS4 provided that the City has determined that they are not substantial contributors of pollutants.
        b. Swimming pool discharges
            1. Certain swimming pool discharges are permitted under the MO Department of Natural Resources' NPDES Industrial Permits;
            2. Discharges from swimming pools not subject to MO Department of Natural Resources' NPDES Industrial Permits may be discharged to the MS4 provided

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that they are dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled.

c. Street and sidewalk wash water containing detergents, water used to control dust containing detergents, and routine external building wash down containing detergents. (Also prohibited in City Code Chapter 118 – Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 – Environments - Section 54-35 (4)
    1. Street and sidewalk wash water, water used to control dust, and routine external building wash down water may be discharged to the MS4 provided it does not contain detergents, streets and sidewalks are swept and material removed prior to washing. Active construction sites shall be scraped and swept daily prior to washing the street, as outlined in Appendix 29-F. Erosion and Sediment Control Regulations Section VI, 8. b. and c.
d. Discharges specified in writing by the City of Joplin as being necessary to protect public health and safety.
e. Dye testing is an allowable discharge but requires a written/verbal notification to the City of Joplin prior to the time of the test.
f. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the permitting authority, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

c) Prohibition of Illicit Connections.
1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. (Also prohibited in Chapter 118 Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 - Environment - Section 54-35 (17)
2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3) A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the MS4 or allows such a connection to continue. (Also prohibited in Chapter 118 Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 - Environment - Section 54-35 (17).

Section 118-308. Suspension of MS4 Access.

a) Suspension due to Illicit Discharges in Emergency Situations

The City of Joplin may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the State, or to minimize danger to persons.

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b) Suspension due to the Detection of Illicit Discharge
   1) Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Joplin will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.
   2) A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City of Joplin.

Section 118-309. Powers and Authority of Inspectors

a) The City of Joplin inspector bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, records examination and copying, observation, measurements, sampling, and testing pertinent to discharge or potential to discharge, and for repair and maintenance to the municipal separate storm sewer system.

b) Information and data on a non-domestic source obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction, unless the non-domestic source specifically requests and is able to demonstrate to the satisfaction of the City of Joplin that the release of such information would divulge information, processes or methods of production entitled to protection as confidential information according to the criteria set forth in 40 CFR 2.208 and 2.302, as may be amended from time to time. When requested by the person furnishing a report, the portions of a report which might disclose confidential information shall not be made available for inspection by the public. Stormwater constituents and characteristics will not be recognized as confidential information. Information accepted by the City of Joplin as confidential shall be made available upon request to any agency meeting the requirements of Section 308 of the Clean Water Act, including officers, employees or authorized representatives of the United States concerned with carrying out the Clean Water Act, bound by the confidentiality rules in 40 CFR Part 2, as may be amended from time to time.

c) While performing inspections the City of Joplin shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the authorized representative(s), and the City of Joplin shall indemnify the company against loss or damage to its property by City of Joplin employees and against liability claims and demands for personal injury or property damage asserted against the company by City of Joplin employees and growing out of the inspection and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

d) Unreasonable delays in allowing the City of Joplin access to the premises or other interference with the activities of the City of Joplin shall be a violation of this law. Access to property and/or records of a non-domestic source may not be refused on the basis that the City of Joplin refuses to sign any waiver, access agreement, or similar document.

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e) If the City of Joplin has been refused access to a building, structure or property or any part thereof, and if the City of Joplin has demonstrated probable cause to believe that there may be a violation of this law or that there is a need to inspect as part of a routine inspection program of the City of Joplin to verify compliance with this law or any permit or order issued hereunder, or to protect the environment and overall public health, safety and welfare of the community, then the City of Joplin will make an application to a court of competent jurisdiction for a search and/or seizure warrant describing therein the specific location subject to the warrant. The warrant application shall specify what, if anything, may be searched and/or seized on the property described. If granted by the court, such warrant shall be served at reasonable hours by the City of Joplin in the company of a uniformed officer of the law enforcement agency with jurisdiction over the property. In the event of an emergency affecting public health and safety, inspections may be made without the issuance of a warrant.

Section 118-310. Industrial or Construction Site Activity Discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Joplin prior to the allowing of discharges to the MS4.

Section 118-311. Monitoring of Discharges.

a) Applicability.

This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.

b) Access to Facilities.

1) The City of Joplin shall be permitted to enter and inspect facilities subject to regulation under this Ordinance as often as may be necessary to determine compliance with this Ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
2) Facility operators shall allow the City of Joplin ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
3) The City of Joplin shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the City of Joplin to conduct monitoring and/or sampling of the facility's stormwater discharge.
4) The City of Joplin has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Joplin and shall not be replaced. The costs of clearing such access shall be borne by the operator.

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6) Unreasonable delays in allowing the City of Joplin access to a permitted facility is a violation of a stormwater discharge permit and of this Ordinance. A person who is the operator of a facility with an NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Ordinance.
7) If the City of Joplin has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Ordinance or any order issued hereunder, or to protect the environment and overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Section 118-312. Requirement to Prevent, Control, and Reduce Stormwater Pollutants by the Use of Best Management Practices.

The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural Best Management Practices (BMPs). Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

Section 118-313. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. In addition, the owner or lessee shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 118-314. Notification of Spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately

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notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Joplin within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Section 118-315. Illegal Dumping Prohibited

No person shall dump or otherwise deposit outside an authorized landfill or other authorized garbage or trash collection point, including but not limited to any grass clippings, leaves, motor oil, paint, wash water, chemicals, trash or garbage of any kind or description on any private or public property, occupied or unoccupied, with the potential to discharge to the municipal storm sewer system.

Section 118-316. Enforcement.

a) Notice of Violation.

Whenever the City of Joplin finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice of violation to the responsible parties. Such notice may require without limitation:

1) The performance of monitoring, analyses, and reporting;
2) The elimination of illicit connections or discharges;
3) That violating discharges, practices, or operations shall cease and desist;
4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
5) Payment of a fine to cover administrative and remediation costs; and
6) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

Section 118-317. Appeal of Notice of Violation.

Any person receiving a Notice of Violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within fifteen (15) days from the date of the Notice of Violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within fifteen (15) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

Section 118-318. Enforcement Measures After Appeal.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within fifteen (15) days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are

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authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Section 118-319. Cost of Abatement of the Violation.

a) Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within fifteen (15) days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

b) Any person violating any of the provisions of this Ordinance shall become liable to the City of Joplin by reason of such violation. The liability shall be paid in not more than 12 equal payments beginning thirty (30) days following final notification of the abatement costs. Interest at the rate of ten (10) percent per annum shall be assessed on the balance beginning on the 1st day following discovery of the violation.

Section 118-320. Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this Ordinance, the City of Joplin may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Section 118-321. Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City of Joplin may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Section 118-322. Violations Deemed A Public Nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a danger to the environment and threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Section 118-323. Criminal Prosecution.

Any person who shall violate the provisions of this article shall be guilty of an ordinance violation and shall be subject to the penalties set forth in City Code Section 1-5. – General penalty; continuing violations; violations deemed public nuisance (a), (b), and (c).

Section 118-324. Cost Recovery.

Draft

The City of Joplin may recover all attorney's fees, court costs and other expenses associated with enforcement of this Ordinance, including sampling and monitoring expenses.

Section 118-325. Remedies Not Exclusive.
The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City of Joplin to seek cumulative remedies.

Section 119-326. Adoption of Ordinance.
This Ordinance shall be in full force and effect immediately after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

Draft

COUNCIL BILL NO. 2019-122 ORDINANCE NO

AN ORDINANCE amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination.

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

WHEREAS, the City of Joplin is in the process of renewing its MS4 permit; and,

WHEREAS, the City of Joplin is required to submit a stormwater management plan which includes illicit discharge detection and elimination; and

WHEREAS, the attached illicit discharge detection and elimination ordinance satisfies this requirement.

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

Section 1. That Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination, be enacted in substantially the form as attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-261: State Tax Credit for Contribution Agreement

MEETING DATE:
May 5, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

BACKGROUND:
The Downtown Joplin Alliance (DJA), owner of the Empire Market Building, continues to convert the former Empire Electric Company warehouse and equipment storage building into a Farmer's/Artisan market. When completed the Empire Market Building will have an outdoor covered market pavilion for both farmers and vendors to sell their produce and merchandise, plus, DJA will provide additional space for offices, businesses incubators, classrooms and community gardens. The redevelopment project is eligible for financing through the Missouri Development Finance Board's (MDFB) Tax Credit for Contribution Program. The program allows a taxpayer to contribute to the MDFB's infrastructure development fund. Up to a 50% tax credit may be issued to the taxpayer on the value of their eligible contribution. In return, the project beneficiary (DJA) will receive a grant to help finance some of the redevelopment costs associated with the rehabilitation of the building and grounds of the Empire Market Building.

The City approved a resolution of support for the project on December 4, 2017. Since that time DJA was approved for financing through the program. The approval of the agreement will obligate the credits to the Empire Market Building project.

For the Empire Market Redevelopment Project to be eligible for financing, the agreement for the tax credits must also be signed by a unit of local government (City of Joplin). The attached agreement does not financially commit the city to the project and no city funds will be used on the Empire Market Redevelopment Project. The city will monitor the project for the MDFB and will act as a "pass" through for the invoices. A Memorandum of Understanding between the City of Joplin and the DJA identifying the responsibilities of each organization concerning project monitoring and and invoice processing will be presented to the city council at a future meeting before the program is implemented.

FUNDING SOURCE
N.A.

RECOMMENDATION:
Staff recommends approval of Council Bill No. 2019-261

ATTACHMENTS
CB 2019- 261, Tax Credit Agreement

TAX CREDIT AGREEMENT

(City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance)

THIS TAX CREDIT AGREEMENT, dated as of _____ ___, 2018 (the "Agreement"), by and among the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic of the State of Missouri (the "Board"), the **CITY OF JOPLIN, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "Public Entity"), and **MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE,** a Missouri non-profit corporation ("Nonprofit Entity");

WITNESSETH:

WHEREAS, Section 100.286.6 of the Revised Statutes of Missouri (the "Tax Credit Statute") provides that any taxpayer shall be entitled to a tax credit against any tax otherwise due under the provisions of Chapter 143, RSMo, excluding withholding tax imposed by Sections 143.191 to 143.261, RSMo, Chapter 147, RSMo, or Chapter 148, RSMo, in the amount of fifty percent of any amount contributed in money or property by the taxpayer to the development and reserve fund, the infrastructure development fund or the export finance fund during the taxpayer's tax year; and

WHEREAS, the Public Entity and the Nonprofit Entity have requested that the Board accept contributions from donors and make the proceeds of such contributions available to the Public Entity for the purpose of paying a portion of the cost of financing the project described on **Exhibit A** hereto (the "Project"), all as more fully described in the application documentation for assistance submitted to the Board (all as attached hereto as **Exhibit B**, collectively, the "Application"); and

WHEREAS, at a meeting of the Board held on December 19, 2017, the Board adopted a motion approving the Application and the award of Tax Credits in an amount up to $500,000; and

WHEREAS, the Project will significantly benefit the Public Entity and the State of Missouri by: (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; and

WHEREAS, the Board, the Public Entity and the Nonprofit Entity desire to enter into this Agreement for the purpose of setting forth the terms and conditions pursuant to which the Board will accept contributions with respect to tax credits described herein and deposit such contributions into the Infrastructure Development Fund (defined herein) for the purposes set forth herein, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Board, the Public Entity and the Nonprofit Entity hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

In addition to the terms defined in the Recitals to this Agreement and elsewhere herein, as used in this Agreement the following terms shall have the following meanings:

"Application" means the request for assistance submitted to the Board by the Public Entity and the Nonprofit Entity attached hereto as **Exhibit B**.

"Compliance Period" means the period commencing upon the execution of this Agreement and ending upon completion of the construction of the Project as evidenced by the delivery to the Board of the certificate in the form attached hereto as **Exhibit G**, or the later of the last day of the third full fiscal year following (i) the execution of this Agreement or (ii) the first issuance of Tax Credits pursuant to this Agreement.

"Contribution" means any contribution received by the Board pursuant to and in accordance with this Agreement.

"Disbursement Request" means the Disbursement Request referred to in **Section 4.2** hereof and the form of which is attached hereto as **Exhibit C**.

"Donor" means any person making a Contribution to the Board.

"Infrastructure Development Fund" means the fund by that name held by the Board.

"Material" means a standard for materiality pursuant to which any change or amendment would, when added to all such other changes or amendments, result in a prudent person considering such change or amendment material or would impact the Project Budget by 10% or more. Any change in the Project Budget shall be deemed Material if the Board notifies the Department, prior to the effective date of such change, that the Board considers such change to be Material. Notwithstanding the foregoing, no change to the Project Budget shall be deemed Material if the cost of such change is less than 10% of the total Project Budget.

"Maximum Contributions" shall have the meaning set forth in **Section 3.1** hereof.

"Maximum Tax Credits" shall have the meaning set forth in **Section 3.1** hereof.

"MBE/WBE Policies" shall have the meaning set forth in **Section 5.5(f)** hereof.

"Project" means the project described in **Exhibit A**, and any amendments, revision or additions thereto made in accordance with **Section 5.5(b)** of this Agreement.

"Project Abandonment" means the failure by the Nonprofit Entity to commence construction of the Project within three years of the execution of this Agreement, where no agreement exists between the Board and the Public Entity to extend such deadline. Commence construction shall mean the entering into of a contract with a general contractor for the Project and commencement of material work on the Project.

"Project Budget" means the aggregate Project Budget described in the Application, and any amendments, revision or additions thereto made in accordance with **Section 5.5(b)** of this Agreement.

"Project Costs" means all reasonable or necessary costs and expenses, relating to the Project, subject to the limitations contained in **Exhibit A** and **D**.

"Tax Credits" means tax credits issued by the Board in accordance with the Tax Credit Statute and this Agreement in consideration of Contributions.

"Tax Credit Statute" shall have the meaning set forth in the Recitals.

ARTICLE II

FINDINGS AND DETERMINATIONS; REPRESENTATIONS AND WARRANTIES

Section 2.1. Board's Determination of Project Benefit. The Board hereby finds and determines as follows:

(a) The Project will significantly benefit the Public Entity and the State of Missouri by (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; all as described in more detail in the Application;

(b) The benefits to be derived by the State of Missouri are expected to exceed the benefits provided by the Board by this Agreement; and

(c) The Board's participation is a material precondition to the completion of the Project, and the Project would not proceed without the assistance provided by the Board.

Section 2.2. Public Entity's Determination of Project Benefit and Representations and Warranties. The Public Entity hereby finds, determines, represents and warrants as follows:

(a) The Project will significantly benefit the Public Entity and the State of Missouri by (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; all as described in more detail in the Application;

(b) The benefits to be derived by the State of Missouri are expected to exceed the benefits provided by the Board by this Agreement;

(c) The Project would not proceed without the assistance provided by the Board;

(d) The Public Entity (1) is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri and (2) has lawfully executed and delivered the Agreement; and

(e) The execution and delivery of the Agreement by the Public Entity will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreements or instrument to which the Public Entity is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Public Entity or its property.

Section 2.3. Nonprofit Entity's Determination of Project Benefit and Representations and Warranties. The Nonprofit Entity hereby finds, determines, represents and warrants as follows:

(a) The Project will significantly benefit the Public Entity and the State of Missouri by (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; all as described in more detail in the Application;

(b) The benefits to be derived by the State of Missouri are expected to exceed the benefits provided by the Board by this Agreement;

(c) The Project would not proceed without the assistance provided by the Board;

(d) The Nonprofit Entity (1) is a non-profit corporation organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to execute and deliver this Agreement and to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and

(e) The execution and delivery of this Agreement by the Nonprofit Entity will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Nonprofit Entity is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Nonprofit Entity or its property.

Section 2.4. No Private Benefit. The Public Entity and the Nonprofit Entity represent and warrant that no portion of the Project or the proceeds of the Contributions shall benefit any private person, except for such benefits as may be conferred to private persons through the ordinary course of business of the Nonprofit Entity in the development, construction and operation of the Project, and in furtherance of its nonprofit, charitable purposes.

ARTICLE III

CONTRIBUTIONS AND TAX CREDITS

Section 3.1. Agreement to Accept Contributions and Issue Tax Credits. Subject to the requirements set forth herein and so long as the Board is authorized under the Tax Credit Statute to issue Tax Credits, the Board hereby agrees to accept Contributions from Donors in a maximum aggregate amount of $1,000,000 (**"Maximum Contributions"**), resulting in the potential issuance of Tax Credits in the maximum amount of $500,000 (the **"Maximum Tax Credits"**) and to deposit such Contributions into the

Board's infrastructure development fund, and to issue such Donors' Tax Credits in an amount equal to 50% of the amount of such Contribution.

The date of the award and authorization for the Tax Credits shall be December 19, 2017.

All Contributions must be received by December 31, 2020~~19~~[MK1], unless the Board, in its sole and absolute discretion elects to extend the period for which Contributions may be received. This paragraph shall not restrict the owner of any Tax Credit from utilizing the benefits of the carry-forward provisions contained in the Tax Credit Statute.

Section 3.2. Submission of Form 100. The Board shall process each Contribution which is accompanied by a properly completed Form 100 (currently available at http://www.mdfb.org/pdfs/Form100.pdf) and any other documents required by Missouri law. Any Contribution which is received for which the Board does not have a properly completed Form 100 and any other documents required by Missouri law shall be held by the Board until such documents are provided or, at the option of the Board, returned to the Donor with a written notation stating why such Contribution is being returned. A copy of the written correspondence by which each Contribution is returned shall also be sent to the Nonprofit Entity. The Board reserves the right to require any additional information which the Board determines to be necessary to comply with the Board's statutes, as they may be amended from time to time.

Section 3.3. Minimum Contribution. The Board shall not accept any Contribution in an amount less than $500. Unless the Board, in its sole and absolute discretion, elects to waive the foregoing limitation, any Contribution which is received for less than such minimum amount shall be returned to the Donor with a written notation explaining that Contributions must be made in the minimum amount of $500. A copy of the written correspondence by which each Contribution is returned shall also be sent to the Nonprofit Entity.

Section 3.4. Processing Contributions. The Board shall promptly process all completed Contributions. The Board expects that once a properly completed Form 100 and all other required documents are received by the Board, together with the Contribution, the Board will issue or cause to be issued the Tax Credits within thirty (30) business days.

Section 3.5. Determination of Amount of Contribution. The amount (or value) of each Contribution shall be determined by the Board as follows:

Cash. The amount (or value) of cash Contributions shall be the face amount of such Contribution.

Marketable Securities. The amount (or value) of marketable securities shall be the proceeds received by the Board from the liquidation of such marketable securities in accordance with the Donor's instructions approved and accepted by the Board, less the Board's costs of selling such securities.

Unmarketable Securities and Other Property. No contributions of unmarketable securities or other property (other than as described above), including real property, shall be permitted under this Agreement.

All determinations by the Board of the amount (or value) of each Contribution shall, absent manifest error, be conclusive and binding upon the Donors, the Non-Profit Entity and the Public Entity. The Board reserves the right to reject any Contribution.

Section 3.6. Contributions in Excess of Maximum Contributions. The Board, the Public Entity and the Nonprofit Entity agree that in the event the Board receives in any year Contributions in excess of the Maximum Contribution set forth in **Section 3.1** hereof, the Board shall return such amount of the contribution that exceeds the Maximum Contribution to the Donor thereof with a statement that Tax Credits are no longer available for such Contributions.

ARTICLE IV

APPLICATION OF CONTRIBUTIONS

Section 4.1. Board's Application of Contributions. All Contributions received by the Board for the Project described herein shall be deposited in the same manner as other amounts received by the Board, and the amount of such Contributions shall be maintained by the Board on its books and records in a separate ledger account (the **"Board Project Account"**). All moneys on deposit in the Board Project Account shall be invested by the Board in accordance with its investment guidelines. All interest earnings on such amounts shall accrue to the Board and shall not be credited to the Board Project Account.

Section 4.2. Disbursements from the Board Project Account. The Board shall disburse amounts from the Board Project Account upon receipt of fully executed disbursement requests in the form attached hereto as **Exhibit C** (each a **"Disbursement Request"**). The Board shall be entitled to rely upon each Disbursement Request in disbursing amounts from the Board Project Account and it shall have no duty to conduct any investigation into the authenticity of the signatures on such Disbursement Request or the accuracy of the information set forth therein.

Section 4.3. Procedures and Conditions for Disbursements. The Board, the Public Entity and the Nonprofit Entity hereby agree to the following procedures in connection with disbursements from the Board Project Account:

(a) All Disbursement Requests shall be submitted to the Board for approval as provided in **Section 4.2** hereof. All payments from the Board Project Account shall be made payable to the Public Entity for further disbursement to the Nonprofit Entity or directly to the payees set forth in the Disbursement Request, as appropriate.

(b) No Contributions shall be disbursed until the condition(s) set forth on **Exhibit D** have been satisfied in a manner acceptable to the Board.

(c) In no event shall the Nonprofit Entity submit more than one Disbursement Request to the Board each month, unless approved by the Board's Executive Director.

(d) All disbursements shall be subject to satisfaction of the following conditions:

(i) no disbursement shall be used for funding any costs payable to acquire any real property owned by any member of the Nonprofit Entity, any employee or board member of the Nonprofit Entity or other person or entity affiliated with or related to the Nonprofit Entity (including any legal entity formed by or on behalf of such entity);

(ii) all proceeds of the Contributions shall be used only for costs described on **Exhibit A**; and

(iii) in the event any bonds are issued in connection with the Project, the Board shall have a first right of refusal to issue such bonds if it is empowered under applicable Missouri law to do so.

(e) The Board shall have the right to cease funding Disbursement Requests upon the occurrence of any of the following events:

(i) there has been an event of Project Abandonment; or

(ii) the Nonprofit Entity shall fail to perform any material covenant, condition or other provision of this Agreement.

The Board shall promptly notify the Public Entity or the Nonprofit Entity of its election to cease funding Disbursement Requests and such notice shall contain a description of the basis upon which the Board has exercised such right to cease funding Disbursement Requests. If the Board, the Public Entity and the Nonprofit Entity are unable to agree to a waiver, extension or modification of such conditions, the Board shall have the right to terminate this Agreement and shall cause all moneys remaining in the Board Project Account to be applied as provided in **Section 4.6** hereof.

Section 4.4. Processing of Disbursement Requests. Within ten (10) business days after the submission of a fully completed Disbursement Request to the Board, the Controller shall process such request for payment or immediately notify the Nonprofit Entity of any information needed to process such Disbursement Request.

Section 4.5. Deduction of Board Fees and Expenses. Concurrently upon the receipt of each Contribution the Board shall deduct an administrative fee in an amount equal to 4.0% of the amount of the Contribution, and shall furnish the Public Entity and the Nonprofit Entity a detailed description of such deductions at least quarterly. Such fees shall be in addition to any interest earned for the account of the Board on moneys invested in the Board Project Account.

Section 4.6. Return of Contributions or Recapture of Credits Issued in the Event of Default or Project Abandonment. In the event of a declaration of Project Abandonment by the Board, if the Public Entity or the Nonprofit Entity has been unable to satisfy the conditions set forth in **Section 4.3** above and in **Exhibit D** to the satisfaction of the Board, in the event the Public Entity or the Nonprofit Entity shall notify the Board of an event of Project Abandonment, or upon an event of default under **Section 6.1**, any Contributions received shall become the property of the Board and this Agreement shall be terminated. In the event the Board seeks to declare an event of Project Abandonment, the Board shall provide the Public Entity and the Nonprofit Entity with a notice of default in accordance with **Section 6.1** stating its intent to deem the Contributions property of the Board and to terminate this Agreement in accordance with **Section 6.1** herein. Notwithstanding the foregoing, if requested by a Donor in writing, a Contribution made by a Donor shall be returned to the Donor after reimbursement to the State for the cost of Tax Credits issued hereunder and actually used by the Donor with respect to such Contributions. In the event of a declaration of Project Abandonment or default, the Board agrees that it will provide a written notice to each Donor who would be entitled to any Contribution return. In determining the cost to the State of such Tax Credits the Board shall assess interest on such Tax Credits in an amount equal to *The Bond Buyer's* 20 Bond Index published in *The Bond Buyer* on the day such calculation is made. Notwithstanding any other provision of this Agreement, Contributions which are expended by the Public Entity or the Nonprofit Entity in accordance with this Agreement shall not be subject to return nor shall such Tax Credits be subject to recapture.

Section 4.7. Nonprofit Entity Assumes All Responsibility for the Project. The Nonprofit Entity acknowledges and agrees that any and all costs and expenses incurred in connection with the acquisition, construction and equipping of the Project in excess of the amounts on deposit with the Board Project Account (including amounts which are ineligible for payment from the Board Project Account) shall be paid by the Nonprofit Entity and neither the Board nor the Public Entity shall have any liability in connection therewith. The Nonprofit Entity recognizes that since the construction and equipping of the Project is being completed at the request of and under the direct supervision of the Nonprofit Entity and by contractors and suppliers selected by and under contract with the Nonprofit Entity in accordance with plans and specifications prepared on behalf of the Nonprofit Entity, neither the Board nor the Public Entity makes any representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the project or its suitability for the Nonprofit Entity's purposes or the extent to which funds in and expected to be deposited into the Board Project Account will pay the cost to be incurred in connection with the work.

Section 4.8. Nonprofit Entity Responsible For Construction; Required Liability Insurance. The Nonprofit Entity shall have the right and the obligation to hire, retain and employ all persons, including, but not limited to, subcontractors, to complete the acquisition, construction and equipping of the Project. The Nonprofit Entity shall be responsible to the Board and the Public Entity for the acts and omissions of all said employees and subcontractors and their agents and employees, and all other persons performing any work in connection with the Project. The Nonprofit Entity shall, in connection with the construction and equipping of the Project, obtain public liability insurance in such amounts and in such coverages as shall be customary and reasonable for projects of similar size and scope and all such liability policies shall name the Board and the Public Entity as additional primary insureds. The Nonprofit Entity shall require the provider of such insurance policy to give at least 30 days prior written notice to the Board and the Public Entity of any cancellation or material change in the terms of such insurance. The Nonprofit Entity shall obtain all necessary endorsements to fulfill the foregoing requirements and shall provide certificates of insurance to demonstrate such compliance upon request. The construction and equipping of the Project shall be performed in good and workmanlike manner.

Section 4.9. Compliance With Laws. The Nonprofit Entity agrees to comply with the provisions of all federal, state and local statutes and regulations, including, but not limited to, the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Act, Missouri Prevailing Wage Law, Contract Work Hours and Safety Standards Act, Copeland Anti-Kick Back Act and the provisions of any other applicable federal, state or local statutes and regulations and amendments thereto pertaining to employment, labor relations and equal employment opportunity and applicable to the construction and equipping of the Project, and pertaining to laws and regulations concerning environmental safety and remediation and applicable to the construction and equipping of the Project. The Nonprofit Entity agrees to take affirmative action to provide equal employment opportunity pursuant to the provisions of said laws, statutes and regulations as amended from time to time.

ARTICLE V

THE PROJECT; RECORDS AND REPORTS; COVENANTS

Section 5.1. Access to the Project and Inspection; Operation of the Project. The Board and the duly authorized agents of the Board shall have the right, at all reasonable times upon the furnishing of reasonable advance notice under the circumstances, to enter upon the Project and to examine and inspect the Project. The Board and the duly authorized agents of the Board shall also be permitted, at all reasonable times upon reasonable advance notice under the circumstances, to examine the books and records of the Public Entity, the Nonprofit Entity or any other legal entity created by or on behalf of the Nonprofit Entity

with respect to the Project and the Contributions and the obligations of the Public Entity and the Nonprofit Entity hereunder.

Section 5.2. Reports by the Board to the Nonprofit Entity and the Public Entity. Upon the written request of the Nonprofit Entity or the Public Entity, the Board shall furnish such information concerning the Board's receipt and disbursement of Contributions as the Nonprofit Entity or the Public Entity may reasonably request, but not more frequently than monthly.

Section 5.3. Reports by the Public Entity to the Board. The Public Entity shall furnish to the Board any written reports relating to the Project prepared by the Public Entity for distribution to the Public Entity's governing body.

Section 5.4. Reports and Financial Statements by the Nonprofit Entity. The Nonprofit Entity shall cause the following reports to be filed with the Board:

(a) During the Compliance Period the following items not later than the times indicated:

(i) All audit and compliance reports prepared for submission to any federal or state agency or authority as soon as practicable after they are available;

(ii) Any other reports and any and all financial statements prepared by employees or agents of the Nonprofit Entity (including the Nonprofit Entity's accountants) relating to the financial condition of the Nonprofit Entity and the status of the Project for distribution to the Nonprofit Entity or members of the Nonprofit Entity's governing board as soon as practicable after they are available;

(iii) As soon as practicable after they are available but in no event more than **150** days after the last day of each fiscal year, the audit report and audited financial statements of the Department for such fiscal year certified by the Nonprofit Entity's independent certified public accountants; and

(iv) Such additional information as the Board may reasonably request concerning the Nonprofit Entity, including such statistical and other operating information requested on a periodic basis;

(b) Not later than each **June 30th** following the first issuance date of the Tax Credits, and continuing on each June 30th thereafter following the end of the Compliance Period, the Annual Compliance Report substantially in the form attached hereto as **Exhibit E**, pursuant to subsections 3 and 10 of Section 135.805, RSMo.

(c) Not later than **60** days following the end of each calendar quarter during the construction of the Project, a report describing the level of MBE/WBE participation in the Project, containing the information set forth in **Exhibit F**, and any other relevant information reasonably requested by the Board relating to MBE/WBE participation in the construction of the Project.

(d) Not later than **60** days following the completion of the construction of the Project, the certificate in the form attached hereto as **Exhibit G**.

(e) Prompt written notice of the filing of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, which, if adversely

determined, would materially impair the right of the Nonprofit Entity to carry on the business which is contemplated in connection with the Project, or would materially and adversely affect its business, operations, properties, assets or condition.

Section 5.5. Affirmative Covenants of the Nonprofit Entity. The Nonprofit Entity covenants and agrees that:

(a) All Contributions shall be expended strictly in accordance with the Project Budget. The Project Budget may be amended from time to time by the Nonprofit Entity in accordance with **Section 5.5(b)**.

(b) Changes to the Project which are Material may only be made with the prior written approval of the Board's Executive Director or designee. The Nonprofit Entity will notify the Board at least quarterly of any non-Material changes to the Project.

(c) The Nonprofit Entity shall not transfer, pledge, lease or permit any assignment or lien to exist or in any other manner dispose of the Nonprofit Entity's ownership interest in the Project without the prior written consent of the Board.

(d) If moneys in or from the Board Project Account shall be insufficient to pay fully all Project Costs and to complete the Project lien free, the Nonprofit Entity shall complete the Project at its sole cost and shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due.

(e) The Nonprofit Entity shall maintain in effect a designation from the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**").

(f) The Nonprofit Entity shall comply with the Board's "Policy Regarding Utilization of MBE and WBE Businesses in Connection with the Tax Credit for Contribution Program" attached hereto as **Exhibit H** (the "**MBE/WBE Policies**").

(g) The Nonprofit Entity shall not use the name of the Board, the Department of Economic Development or the State of Missouri or refer to the participation of the Board, the Department of Economic Development or the State of Missouri in the business affairs or investment program of the Nonprofit Entity in any publication, brochure or similar promotional documents without first obtaining the prior written consent of the Board to such reference. Nothing in this paragraph shall limit the right of the Nonprofit Entity to solicit donations for Contributions in accordance with this Tax Credit Agreement.

(h) The Nonprofit Entity shall comply with all applicable provisions of federal, state and local statutes and regulations.

(i) ~~No disbursements shall be made from the Board Project Fund until such time as the Nonprofit Entity has provided the Board with written evidence that 90% of the sources required to fund the Project Budget have been received by or pledged to the Nonprofit Entity and a contract for the Project has been awarded.~~ At the election of the Nonprofit Entity, either (1) no disbursements shall be made from the Board Project Fund until such time as the Nonprofit Entity has provided the Board with written evidence that 80% of the sources required to fund the Project Budget have been received by or pledged to the Nonprofit Entity or (2) disbursements from the

Board Project Fund shall be requested at a rate of no more than 50% of the total Project expenses incurred by the Nonprofit Entity (as evidenced by written supporting documentation) from sources other than Contributions as of the date of the Disbursement Request; provided that the Board's Executive Director may grant a waiver from the requirements of this subsection on a case by case basis. Only those monies expended prior to the date of such Disbursement Request shall be eligible to satisfy such match requirement[MK2][MK3][MK4].

Section 5.6. Negative Covenant of the Public Entity. The Public Entity shall promptly notify the Board in writing if it receives actual notice of any failure of the Nonprofit Entity to comply with the provision of this Agreement.

The Public Entity shall promptly notify the Board and the Nonprofit Entity in writing of any changes to its MBE/WBE policies.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Default. In the event the Public Entity or the Nonprofit Entity shall fail to perform any material covenant, condition or other provision of this Agreement and such failure shall continue for 30 days after written notice thereof by the Board, the Board shall be entitled to (1) retain all Contributions in the Board Project Account; provided, however, if such failure is correctable but is such that it cannot be corrected within such 30-day period, such failure shall not constitute a failure within the meaning of this **Section 6.1** if the Public Entity or the Nonprofit Entity is diligently pursuing such corrective action and such failure is corrected within 120 days, or (2) seek to enforce this Agreement through bringing an action for specific performance. Amounts retained by the Board pursuant to this Section shall be applied in accordance with **Section 4.6** hereof. In the event the Board commences litigation to enforce the provisions of this Agreement all cost of such litigation shall be paid by the Public Entity and the Nonprofit Entity whether or not the Board dismisses such proceedings or is ultimately the prevailing party.

Section 6.2. Transfer of Tax Credits. Any transfers of Tax Credits under this Agreement shall be made in accordance with Section 100.286.7 of the Revised Statutes of Missouri, as from time to time amended or supplemented.

Section 6.3. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Agreement shall be in writing and shall be deemed duly given or filed if the same shall be (i) given by facsimile or e-mail, receipt confirmed by telephone, or in writing, or (ii) delivered by courier or nationally-recognized overnight delivery service or duly mailed by first-class mail, postage prepaid, addressed as follows:

(a) To the Board:

Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, Missouri 65101
Attention: Controller
Telephone No. (573) 751-8479
Fax No. (573) 526-4418
E-mail: erica.griffin.mdfb@ded.mo.gov

(b) To the Public Entity:

City of Joplin, Missouri
602 S. Main
Joplin, Missouri 64801
Attention: Director of Planning, Development & Neighborhood
Telephone No. (417) 624-0820
E-mail: tbolander@joplinmo.org

(c) To the Nonprofit Entity:

Main Street Joplin D/B/A Downtown Joplin Alliance
931 E. 4th
Joplin, Missouri 64801
Attention: Executive Director
Telephone No. (417) 529-3888
E-mail: lori@downtownjoplin.com

The Board, the Public Entity and the Nonprofit Entity may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 6.4. Limited Obligations. The obligations of the Board to disburse funds hereunder are limited obligations of the Board, payable solely out of the amounts on deposit in the Board Project Account, and such obligations shall not constitute a debt or liability of the Board within the meaning of any State of Missouri constitutional provision or statutory limitation or Charter provision, and shall not constitute a pledge of the full faith and credit of the Board. The execution of this Agreement shall not, directly, indirectly or contingently, obligate the Board to levy any form of taxation therefore or to make an appropriation of any payment hereunder.

Section 6.5. Immunity of Officers and Employees of the Board and the Public Entity. No recourse shall be had for any payment hereunder against any past, present or future officials, commissioners, directors, members, council members, officers, attorneys, accountants, employees or agents of the Board or the Public Entity, and all such liability of any such persons shall be expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 6.6. Relationship of Board to Public Entity, Nonprofit Entity and Donors. The parties hereto acknowledge and agree that: (i) the only obligations of the Board with respect to the transaction contemplated hereby are expressly set forth in this Agreement; (ii) the Nonprofit Entity shall advise each potential Donor to consult its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate, including with respect to tax consequences of Contributions and the application of Tax Credits; (iii) the Board is not acting as a financial advisor or fiduciary and has not assumed any advisory or fiduciary responsibility to the Public Entity, the Nonprofit Entity, and any Donor, or successor or assignee of the same, with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto.

Section 6.7. Indemnification.

(a) The Nonprofit Entity releases the Board and the Public Entity from, and agrees that the Board and the Public Entity shall not be liable for, and indemnifies the Board and the Public

Entity against, any liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Board or the Public Entity (except to the extent that any of the foregoing arises as a result of the gross negligence or willful misconduct of the Board or the Public Entity, as applicable, or any of their officials, commissioners, directors, officers, attorneys, accountants, employees or agents) on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquiring, constructing, demolishing, renovating, improving and operation of the Project; (ii) any breach or default on the part of the Nonprofit Entity in the performance of any covenant or agreement of the Nonprofit Entity under this Agreement or any related document, or any of its agents, contractors, servants, employees or licensees; (iii) violation of any law, ordinance or regulation affecting the ownership, occupancy or use of the Project; (iv) any loss suffered by any Donor as a result of the inability of the Donor to use any Tax Credit issued by the Board, other than as a result of the failure of the Board to issue such Tax Credit upon receipt by the Board of the necessary information, (v) any loss resulting from any environmental violation at the Project, and (vi) any claim or action or proceeding with respect to the matters set forth in subsections (i), (ii), (iii), (iv) or (v) above brought thereon.

(b) In case any action or proceeding is brought against the Board or the Public Entity in respect of which indemnity may be sought hereunder, the Board and/or the Public Entity shall promptly give notice of that action or proceeding to the Nonprofit Entity, and the Nonprofit Entity upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Nonprofit Entity from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Nonprofit Entity. Any one or more of the indemnified parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party or indemnified parties unless the employment of such counsel has been specifically authorized, in writing, by the Nonprofit Entity or the indemnified parties reasonably conclude that there is a conflict of interest that would prevent counsel for the Nonprofit Entity from adequately representing both the Nonprofit Entity and the indemnified parties. The Nonprofit Entity shall not be liable for any settlement without its consent.

(c) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors and employees of the Board and the Public Entity. That indemnification is intended to and shall be enforceable by the Board and the Public Entity to the full extent permitted by law.

(d) The Public Entity releases the Board from, and agrees that the Board shall not be liable for, any liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquiring, constructing, demolishing, renovating, improving and operation of the Project; (ii) any breach or default on the part of the Nonprofit Entity in the performance of any covenant or agreement of the Nonprofit Entity under this Agreement or any related document, or arising from any act or failure to act by the Nonprofit Entity, or any of its agents, contractors, servants, employees or licensees; (iii) violation of any law, ordinance or regulation affecting the ownership, occupancy or use of the Project; (iv) any loss suffered by any Donor as a result of the inability of the Donor to use any Tax Credit issued by the Board, other than as a result of the failure of the Board to issue such Tax Credit upon receipt by the Board of the necessary information, (v) any loss resulting from any environmental violation at the Project, and

(vi) any claim or action or proceeding with respect to the matters set forth in subsections (i), (ii), (iii), (iv) and (v) above brought thereon.

Section 6.8. Further Assurances and Corrective Instruments. The Board, the Public Entity and the Nonprofit Entity from time to time will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project and for carrying out the intention or facilitating the performance of this Agreement.

Section 6.9. Severability. If any provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.11. Electronic Storage of Documents. The Board, the Public Entity and the Nonprofit Entity agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 6.12. Governing Law. This Agreement shall be governed exclusively by and be construed in accordance with the applicable laws of the State of Missouri.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed in its respective name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

MISSOURI DEVELOPMENT FINANCE BOARD

By:_____
Name: Robert V. Miserez
Title: Executive Director

CITY OF JOPLIN, MISSOURI

By:_____
Name: Troy Bolander
Title: Director of Planning, Development & Neighborhood

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Name: Lori Haun
Title: Executive Director

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Project will consist of renovating the existing Empire District Electric Company building into a four-season market place, entrepreneurial center, and destination anchor for the downtown Joplin area.

The Project is more specifically described in the Application.

EXHIBIT B

APPLICATION TO THE BOARD

EXHIBIT C

FORM OF DISBURSEMENT REQUEST

Disbursement Request No. ____

To: Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, MO 65101
Attention: Finance Programs Manager
Fax No. (573) 526-4418

Re: City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance – Disbursement Request from the Board Project Account

You are hereby requested pursuant to **Section 4.2** of the Tax Credit Agreement dated as of _____, 2018 (the "Agreement"), to electronically transfer or issue a check to the City of Joplin, Missouri (the "Public Entity") for transfer without recourse to Main Street Joplin D/B/A Downtown Joplin Alliance (the "Nonprofit Entity") to permit it to issue checks to or otherwise pay the following named payee to provide for the payment or reimbursement of the following Project Costs (as defined in the Agreement): *[Note: The Public Entity must provide wire instructions to the Board to complete this transfer].*

Payee/Address/Tax ID No.	Amount	Description of Project Costs

Wire Instructions:

Bank:
Bank Address:
Routing & Transit Number:
Account Number:
Account Name:
Reference Information:
Wire contact information:

The undersigned hereby states and certifies that:

1. Each item listed above is a proper Project Cost (as defined in the Agreement). Attached hereto are invoices, statements, bills or other documents evidencing the fact that such payment is due.

MISSOURI DEVELOPMENT FINANCE BOARD

TAX CREDIT FOR CONTRIBUTION PROGRAM APPLICATION

The undersigned Applicant hereby submits this Application and requests the Missouri Development Finance Board (the "Board") accept a Contribution, and, to the extent described herein, apply the proceeds of such Contribution for the purpose of financing the Project described below (the "Project") pursuant to the Board's Tax Credit for Contribution Program.

The undersigned has read the Board's Tax Credit for Contribution Program Description and Guidelines.

Date: 11-20-17

Total Estimated Project Budget/Cost: $ 4,135,000
Total Amount of Proposed Contribution: $ 1,000,000
Total Tax Credit Amount (50% of Contribution): $ 500,000

Name: City of Joplin
Address: 602 S Main
City Joplin County: Jasper Zip Code: 64801
Contact: Troy Bolander Telephone: 624-0820 EXT 510
Title: Director of Planning, Development & Neighborhood Fax:
E-mail: TBolande@joplinmo.org

A. THE APPLICANT

1. Organization:

What type of governmental entity is the Applicant?
City

2. Legal or In-House Counsel to the Applicant:

Firm Name: IN HOUSE
Address: 602 S MAIN
City JOPLIN State: MO Zip Code: 64801
Contact: Peter Edwards Telephone: 624-0820 EXT 225
Title: CITY ATTORNEY Fax:
E-mail: pedwards@joplinmo.org

3. What is the total population of the Applicant? 51,000

4. In which state legislative District(s) is the Project located:

House: 127 Senate: 32
In which U.S. Congressional District: 7

5. Taxpayer Identification Number: 43-1561015 (DOWNTOWN JOPLIN ALLIANCE)

6. Facility's NAICS* Number: 44529 (OTHER SPECIALTY FOOD STORE)

(Use the NAICS number for the facility(s) to be constructed or improved with the contribution.)

*NAICS — North American Industry Classification System. The Federal Office of Management and Budget (OMB) adopted the NAICS as the industry classification system used by the statistical agencies of the United States. NAICS replaces the 1987 Standard Industrial Classification (SIC). The NAICS is used for classifying business establishments to assist with gathering data related to measuring productivity, unit labor costs, and the capital intensity of production, employment and other information. Missouri businesses are assigned a NAICS when the company files a "Report to Determine Liability Status" with the Missouri Department of Labor and Industrial Relations, Division of Employment Security to determine Unemployment Tax Liability. Normally, a general business employer becomes liable for the tax and responsible for providing unemployment insurance for its workers when it:

- Pays $1,500 in wages (cash and in-kind) in a calendar quarter, or
- Has an employee in some portion of a day in each of 20 different weeks, or
- Becomes liable under the Federal Unemployment Tax Act (FUTA) and employs a worker in Missouri, or
- Acquires and continues without interruption substantially all the business of a liable employer.

B. THE PROJECT

1. Project Description:

Type of Project:

- ☐ Construction of new infrastructure
- ☐ Acquisition of real estate
- ☑ Construction of new facilities
- ☐ Acquisition of existing facilities
- ☑ Additions or improvements to existing facilities
- ☐ Acquisition of equipment

Business Address/Location of Project Site:

931 E 4TH STREET	JOPLIN	JASPER
(Street)	(City)	(County)

Legal Description of Property:

Taylor subdivision lot 1, East Joplin 2nd lots 1 to 6 block 63 and misc TR 88, Taylor Subdivision Lots 3 and 4, East Joplin 2nd Lots 1 to 6 block 64 and misc lots 85, 86, 87.

What is the expected date of commencement of construction of the Project?

Date: March 2018

What is the date the Project is expected to commence operations?

Date: April 2018; 2020 phase 2

2. Project Costs:

On the following table, state the costs reasonably necessary for the acquisition of the site and/or construction of the proposed Project together with any machinery and equipment in connection therewith, including any utilities hook-up, access roads, or appurtenant structures.

Description of Estimated Project Costs		Non-Contribution Amount	Cost Financed With Contribution Proceeds
A.	Acquisition of Land	$ 430,000	$
	Acquisition of Existing Buildings	$ 1,270,000	$
B.	Infrastructure Costs:		
	1. Filling, grading and provision of drainage	$	$
	2. Storm water retention	$	$
	3. Installation and extension of utilities (offsite):	$	$
	a. water	$	$
	b. sewer	$	$
	c. sewage treatment	$	$
	d. gas	$	$
	e. electricity	$	$
	f. communications and similar facilities	$	$
	4. Installation and extension of utilities (onsite):	$	$
	a. water	$	$
	b. sewer	$	$
	c. sewage treatment	$	$
	d. gas	$	$
	e. electricity	$	$
	f. communications and similar facilities	$	$
	5. Construction, Extension or Improvement of Roads and/or Rail Lines	$	$
	6. Extension of sidewalks and curbing	$	$
	7. Elimination of Blight (please describe)	$	$
	8. Other (please describe)	$	$
C.	Facility Construction Costs (exclude inventory and working capital):		
	1. Architectural and Engineering	$	$ 225,000
	2. Site Preparation	$	$ 420,000
	3. Materials	$	$
	4. Labor	$	$
	5. Construction Contracts	$	$
	6. Utilities Connection	$	$ 20,000
	7. Paving and Landscaping	$	$ 185,000
D.	Renovation Costs	$	$ 1,485,000
E.	Machinery and Equipment	$	$
F.	Furniture and Fixtures	$	$
G.	Interest During Construction From _____ To _____	$	$
H.	Accounting, Legal, Miscellaneous	$	$
I.	Contingency	$	$ 100,000
	TOTAL PROJECT COSTS	$ 1,700,000	$ 2,435,000

Source of Funds:

State amount and sources of financing for all of the Project costs listed above.

Sources	Amount	
Contribution Proceeds	$ 1,000,000	leveraged w/ MDFB building value
Applicant's Funds (Describe Sources)	$ 1,700,000	
Federal Funds (Describe Sources)	$	
State Funds (Describe Sources)	$ 42,000	Specialty Crop Block Grant
Private Funds (non-Contributions)	$ 1,218,000	Local contributions
Other (Describe Sources)	$ 175,000	Walton Foundation, Mabee Foundation, Coover Foundation, other
TOTAL	$ 4,135,000	

Provide a detailed description for all State, Federal, Private or Other funding sources listed above. Include agency and program name, respective amounts if more than one source is involved on the same line, and a copy of the funding commitment or approval setting forth the terms of funding. If approval has not been received, provide an explanation of where the application or request is in the review process, and the expected date of approval. The ability to demonstrate a high level of certainty in obtaining all funding identified to complete the project as presented is a factor the Board considers.

Applicant funds are property (931 E 4th) owned by Downtown Joplin Alliance. Building and grounds donated December 2016 by Empire District Electric.

State Funds are Specialty Crops Grant via Department of Agriculture. Paperwork is not finalized yet.

Private funds will be local businesses and individual donations.
Other are foundation and grants we are in process of applying for including Mabee Foundation, Bramledge Foundation, Coover Foundation.

3. Certified Minority (MBE) and Women-Owned Business Enterprise (WBE) Participation

The Board encourages the involvement of minority and women-owned businesses as certified by either the Missouri Office of Administration (OA) for state agency applications, or the municipality submitting the application for local projects. If the application is from a local government, please attach a copy of the Applicant's MBE/WBE Policy and Procedures pertaining to this subject, or the link to the local government's web site where this information can be obtained. If the Applicant has policies and procedures in place, adherence to these policies and procedures will be a stipulation of the use of Contributions. If policies are not in place, please denote same and note that you will be required to contact OA to develop a plan to address this matter. The Office of Administration list of certified businesses by region can be found at http://oeo.mo.gov/ for those communities that do not maintain their own certification program.

Please estimate the number of each type business the Applicant and/or Principal User expects to utilize in the construction and equipping of the Project.

	No. of Firms	Amount
Minority Business Enterprise (MBE)	_____	$ _____
Women Business Enterprise (WBE)	_____	$ _____

Please note that the MDFB will require the Applicant, or Principal User if different from the Applicant, to submit a written report upon the completion of the Project providing the number of firms used, dollar amount of contracted value, and brief description of the type work or services contacted for each category above.

4. Ownership:

Present legal owner of Project site:

Main Street Joplin DBA Downtown Joplin Alliance

If presently owned by Applicant, indicate date of purchase, reason for purchase, and current use of site:

Is there a relationship legally or by virtue of common control between either the current Project user or owner or the proposed Project owner and user or seller of the Project:

☐ Yes ☑ No If yes, please give details.

5. Employment:

New Full-Time Jobs	2	Average Wage	$40,000
Part-Time Jobs	2	Average Wage	25,000
Temporary Jobs	_____	Average Wage	_____

Jobs during Construction _____

Average Wage _____

Estimated length of Construction period _____

C. FINANCIAL INFORMATION

1. Financial Statements:

Attach audited financial statements for at least the last three (3) fiscal years, including the most recent interim statement (not more than 90 days old).

2. Financial Difficulties:

Has the Applicant, or any corporation formed by or on behalf of the Applicant, ever defaulted on its debt obligations, been involved in bankruptcy, creditor's rights, or receivership proceedings, or been involved in criminal proceedings bearing on the handling of financial matters?

☐ Yes ☑ No If yes, please give details.

3. Litigation:

Is the Applicant presently involved in any litigation which could have a material effect on its financial solvency?

☐ Yes ☑ No If yes, please give details.

4. Please list the Applicant's general fund and other key fund surpluses (or deficits) for the last four years.

Year	General Fund ( ) for deficits	_____ Fund ( ) for deficits	_____ Fund ( ) for deficits
N.A.			
N.A.			
N.A.			
N.A.			

5. Has the Applicant ever defaulted on any obligation or failed to appropriate for any lease or any other annual appropriation obligation during the last 20 years?

☐ Yes ☑ No If yes, please give details.

D. PROJECT REVENUES

Attach a cost benefit analysis showing the total tax revenues generated that will be collected by the local governmental jurisdictions and the state as a result of the Project, and the cost of all local and state governmental assistance provided to the Project. Revenues and costs should be identified by each recipient or payee (private and governmental). Submission of a cost benefit analysis for Small Cities category and social services-focused projects may be waived at the discretion of the Board.

E. IDENTIFICATION OF CONTRIBUTORS

Has the Applicant identified who the contributors would be?

☐ Yes ☑ No

If Yes, please list below or attach a list of names of potential contributors.

If No, please explain why the Applicant believes such Contributions are likely to be obtained.

NAP credits were widely used in Joplin after the tornado; same contributors will be approached.

Provide a timeline of fundraising activities. Include when you expect the first contribution to be made and when you expect to have the fundraising for this project complete. Please be as specific as possible.

November 2017 Fundraising has just begun.
We anticipate to actively raise capital funds for 24 months. Capital gifts will be paid out over 3 years, so all funds should be received by end of 2022.

F. USE OF THE PROJECT

If the Project will be used for (or will substantially benefit) an entity in addition to the Applicant, please complete Exhibit C for such user of beneficiary.

G. CERTIFICATION OF APPLICANT

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect.

Dated this 12TH day of December, 2017

SIGNATURE: _____

NAME: Samuel L Anselm

TITLE: City Manager

Certification

- I certify that I am an authorized representative of the applicant and as such am authorized to make the statement of affirmation contained herein.
- I certify that the applicant does NOT employ illegal aliens and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that an individual is not an unauthorized alien.
- I understand that if the applicant is found to have employed an illegal alien in Missouri and did not for that employee examine the document(s) required by federal law, that the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Missouri Development Finance Board Tax Credit for Contribution Program guidelines, specifically as it relates to the Tax Credit Accountability Act of 2004 (SB 1099).
- I hereby agree to allow representatives of the Department and Board access to the property and applicable records as may be necessary for the administration of this Program.

Program Assessment and Administrative Fees are due upon execution of a Tax Credit Agreement in an amount equal to 4% of the amount of all authorized Contributions.

STATE OF MISSOURI

(SS)

COUNTY/CITY OF Joplin

On this 12th day of December, 2017, before me, Lindsay Dunn, a Notary Public in and for said state, personally appeared Samuel L Anselm, known to me to be the person who executed the Certification and acknowledged and states on his/her oath to me that he/she executed the same for the purposes therein stated.

_____ Notary Public

(SEAL)

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2020

My commission expires 6-29-2020

EXHIBIT C

Project Narratives

Please address each of the following statements. (Provide separate attachments as necessary.)

1. Provide a description of the project, including land, buildings, improvements, machinery and equipment to be acquired or constructed, and the principal use of the facilities once complete.

   Please see attached.

2. Describe the public policy objective(s) that will be supported by the Project.

3. Describe and quantify the project's primary beneficiaries or targeted audience/clientele served.

4. Explain the economic impact this project will have on the State of Missouri and the community in which it is located.

5. Explain the non-economic benefits this project will have on the community and state.

6. Describe the local Governmental financial support for the project, both direct and indirect.

7. How did you determine the amount of local city/county cash or local non-profit cash to be dedicated to the project?

8. Describe the fundraising history of the organization and how they intend to be successful in raising funds for this project using tax credits.

9. Explain how this project will be financially self-sustainable upon completion.

EXHIBIT D

Project User Beneficiary Information

PROJECT USER BENEFICIARY INFORMATION

(Only to be completed when the Project will be used by or will benefit a non-profit or for profit business or other private person.)

A. THE PROJECT USER OR BENEFICIARY

Name: Main Street Joplin DBA Downtown Joplin Alliance

Address: 931 E 4th

City Joplin State: MO Zip Code: 64801

Contact: Lori Haun Telephone: 417-529-3888

Title: Executive Director Fax: _____

E-mail: lori@downtownjoplin.com

1. Business Organization:

- ☐ Corporation
  - ☐ C-Corporation
  - ☐ S-Corporation
  - ☐ LLC
- ☐ Partnership (☐ General ☐ Limited)
- ☐ Sole Proprietorship

- ☐ Publicly Held
- ☐ Privately Held

Is the Project User or the Beneficiary a subsidiary or affiliated directly with any other organization?

☐ Yes ☑ No

If so, indicate relationship and name of related organization.

Is the Project User or the Beneficiary a 501(c)(3) corporation? If so, provide Proof of Status as a Not-for-Profit organization.

☑ Yes ☐ No

2. Officers and Directors

Title	Name	Address of Residence
President	See Attached	
Vice President		
Secretary		
Treasurer		
Directors		

3. Principal Stockholders, Members or Partners:

Name	%	City/State
NA		

4. Legal Counsel to the Project User or the Beneficiary:

Name: Charles Genisio
Address: 702 S Pearl Ave
City, State, ZIP: Joplin MO 64801
Telephone: 417-623-1020
Fax:
E-mail:

5. Project User or the Beneficiary's Principal Banker:

Name: Arvest Bank
Address: 701 S MAIN
City, State, ZIP: JOPLIN, MO 64801
Telephone: 417-627-8000
Fax:
E-mail: Karma Wright <kwright@arvest.com>

6. Project User or the Beneficiary's Current Operations:

Briefly, describe the Project User's or the Beneficiary's operations, including description of existing products, facilities, services and in general, its method of operations, customers, clients and suppliers.

DOWNTOWN JOPLIN ALLIANCE is a 501c3. We guide community-based revitalization efforts focusing on Downtown Joplin, following the National/State "Main Street" model. 2017 was the 10th season of Joplin's signature event, Third Thursday. This 8 times per year event brings 5000-8000 people downtown each event. We also host other events throughout the year. We are the go-to resource for business or property downtown and the specialists on historic preservation. See enclosed brochure.

7. Financial Statements:

Attach audited financial statements for at least the last three (3) fiscal years, including the most recent interim statement (not more than 90 days old).

8. Relationship to the Project:

Describe in detail the Project User's or the Beneficiary's relationship to the Project described in the Application to which this Exhibit is attached.

Downtown Joplin Alliance will be the owner and managing entity for the Empire Market.

9. Litigation:

Is the Project User presently involved in any litigation which could have a material effect on its financial solvency?

☐ Yes ☑ No If yes, please give details.

B. CERTIFICATION OF PROJECT USER OR THE BENEFICIARY

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Exhibit and the Application to which it relates contains no information or data contained herein or in the exhibits or attachments, is true and correct.

Dated this 6 day of December, 2017

SIGNATURE: Lori Haun

NAME: LORI HAUN

TITLE: EXECUTIVE DIRECTOR

Certification

- I certify that I am an authorized representative of the project user or beneficiary and as such am authorized to make the statement of affirmation contained herein.
- I certify that the project user or beneficiary does NOT employ illegal aliens and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that an individual is not an unauthorized alien.
- I understand that if the project user or beneficiary is found to have employed an illegal alien in Missouri and did not, for that employee examine the document(s) required by federal law, that the project user or beneficiary shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Missouri Development Finance Board Tax Credit for Contribution Program guidelines, specifically as it relates to the Tax Credit Accountability Act of 2004 (SB 1099).
- I hereby agree to allow representatives of the Department and Board access to the property and applicable records as may be necessary for the administration of this Program.

MDFB Tax Credit for Contribution Program
Exhibit C

Project Narratives

1. Description

Our Vision: The Empire Market will be an economic and community centerpiece that strengthens and engages the entire city. A vibrant four-season market where you can find the best of what this area has to offer; produce, meats, cheeses, crafters, artisans and any number of other vendors, set up in a collection of permanent and rotating stalls. In conjunction with that, we will become a basecamp for entrepreneurs and makers of all types. This will be the place to find affordable workspaces, meaningful resources, and a diverse community of passionate individuals who are focused on creating long-lasting, impactful businesses for Joplin. This is truly a game changer for the next generation of entrepreneurs and creatives in and around Joplin.

Our plan is to kick off phase one in April of 2018 with a Saturday farmer's market. There will be 20-30 vendors initially. Teaching gardens and community gardens will be installed as part of phase one as well. By 2022, with successful fundraising, remodeling and upgrades of the facility will allow for multi-day market each week, classes in the teaching kitchen, use of commercial kitchen by market vendors and community businesses to add to their product line. We will be growing vendors during this time to a goal of 60 year round vendors and up to 150 in peak months/events.

What we have: 931 E 4th Street, Joplin
In December of 2016, the Empire District Electric Company donated to DJA over 33,000sf of buildings on 3.34 acres in the center of Joplin. The primary structure, built in 1907, is located at 4th and Railroad. Downtown Joplin Alliance plans to repurpose this historic building and its attached 11,000 sf garage as the new four-season Joplin Empire Market. The property and structures are valued at $1.7 million. This generous donation is the foundation of the Market Plan.

See enclosed booklet for additional details on the market and grounds plan.

2. Objectives

The 2011 Joplin tornado was a catastrophic event that left many lower income families at a complete loss, and the area is still recovering economically. This project aims at rebuilding a healthy food system for all in the Joplin area and beyond through educating lower income residents that are within a 10 minutes drive time of the market. Joplin is a community with over 50,000 residents, where over 20% are below the poverty level, more than the state's average. There are also 21.3% of children that are below the poverty line in the city, therefore the consumer nutritional education cultivated by this proposal will focus on adults and children.
In community input sessions following the tornado, both community gardens and farmers market were identified as key projects by the Citizens' Advisory Recovery Team.

The project will be key in bringing healthy foods to food desert neighborhoods of Downtown and East Town, as well as increasing access for whole foods for the entire city. Classes and teaching gardens with educate on growing and preparing all sorts of healthy foods. In addition, the Market will increase business opportunities and sales for area farmers and ranchers as well as artisans and makers.

Finally, the Empire Market is located in what was historically some of the oldest part of Joplin. The neighborhood has long suffered decline and neglect, with many historic building being demolished and little commerce or activity to encourage attention to this area. This will create a thriving center for East Town neighborhood and connect it to Downtown. This historic building, once restored, will be a community destination and will trigger growth and redevelopment in the surrounding area.

3. Project Beneficiaries

The benefits: This destination anchor will draw shoppers from outside the metropolitan area producing increased sales tax revenue while providing local opportunities for employment and small businesses both in Joplin as well as surrounding agricultural areas. For every $100 spent at a farmers market, $62 stays in the local economy, and $99 stays in state.(1)

Key components:

- Connect local producers to shoppers with farmers market
- Community gardens
- Classrooms
- Teaching gardens
- Instructional kitchens
- Entrepreneurial hub
- Arts & Cultural center

Current Market: The Empire Market will increase access to healthy local foods to Joplin as a whole and the East Town and Downtown neighborhoods specifically. Today, the nearest food access of any type for either of these neighborhoods are chain stores in other neighborhoods. For locally produced foods and fresh vegetables, it's a drive of several miles to the other side of town or to neighboring communities. There has been consistent interest in Joplin having a quality ongoing fresh food market.

The general population of southwest Missouri will learn about a variety of aspects of local specialty crops, allowing them to significantly improve their food options and diets and positively impact their health. This project will enable lower income families new access to high-quality specialty crops in the Joplin area. The immediate neighborhood the market will be located in is a food desert with no food access currently.

4. Economic Impact

1. Farmers of southern Missouri will become more financially stable through increased sales through a regional farmers market. In addition, the market will work with MU Extension and Lincoln University to develop socially disadvantaged and beginning farmers to sell crops at the market.
2. Farmers in the target areas will become more viable through increased sales of specialty crops. Increased customers and sales will significantly improve their prospects for long-term service to their communities.

The proposed market will reach specialty crop producers in 110 counties and the data gathered through the U.S. Census and Google Earth shows the tremendous reach the project will have. According to 2010 Census data we expect this market to reach a three state region.
Possible Market Impact

- Counties Included (150 mile radius): 110
- Number of households in counties: 1,928,651
- Population in 2010 in counties: 5,782,345
- Population Under 18 years of age: 2,241,328

This project has the capabilities to assist socially disadvantaged and beginning farmers in 110 counties in the region through providing an additional marketplace to sell crops direct to the consumer and build a successful small farm business. The market will work with MU Extension and Lincoln University to extend vendor information to these farmers and provide a conducive location for farmers to sell specialty crops direct to the consumer.

Gross sales of over 1 million are anticipated in the first year. This will contribute to both local and state sales tax revenues.

5. Other Benefits

Why It Matters: Markets are anchored in community, connect people with each other and valued commodities, and create opportunities for business. Farmers Markets are an important part of a strong local food system and local economy. Through this project, we will improve food access in underserved communities through education.

This project will impact issues of local and national concern, regarding health care and personal cost of poor health, plus enable lower income families new access to high-quality specialty crops in the Joplin area. The increasing interest of high-quality fresh produce in the culinary arts makes this project extremely timely, especially with a growing need for local produce by many of the downtown Joplin restaurants.

Additionally, the market will target a regional base of specialty crop producers including beginning farmers and socially disadvantaged farmers, therefore this project has the potential to impact specialty crop farmers of Missouri, Oklahoma, Kansas and Arkansas which according to USDA specialty crop studies account for over 3,000 potential farmers.

6. Local Government Financial Support

City of Joplin is investing in significant stormwater drainage and sidewalks in the immediate vicinity of the proposed market of over $610,000 by March 2018. In addition, the city has recently provided local match dollars of $9600 for a People Energizing Places Grant through Missouri Main Street. This grant is for a two year mentoring and program building for the Downtown Joplin Alliance. This will increase the organization capacity and effectiveness which will be key as the organization grows with the Market project.

7. Amount of city and organization dollars

This was determined by the project scope. On the property renovation, we will be leveraging local in-kind and trade dollars where possible to maximize our expenditures. We have figured our costs with expenses estimates from local architect and construction firms.

Storm water dollars are earmarked for projects like the re-working of the adjacent storm water system and sidewalks. Again, the amount was determined by project scope.

8. DJA Fundraising History

Downtown Joplin Alliance is a long-time 501c3 in Joplin. Our original articles of incorporation date to 1990. We host Joplin's signature Third Thursday event, which is beginning its 11th season in 2018. This event is held 8 months of the year on Main Street and brings 5000-8000 people out for each event. We have been self-sustaining for the last several years through donations, sponsorships, and other fundraising. This will be our first capital campaign, but have resources within the community including Community Foundation of the Ozarks to help guide us through the process. We also have several community members serving as guidance on this fundraising project who have been key in past significant fundraising projects in the Joplin area.

9. Management and Sustainability

Organizers of the market have already begun recruitment of vendors and anticipate 30 vendors by the start of the Phase 1 market in April 2018. The market will increase the consumption and awareness of specialty crops grown in the Ozarks and expand current market share to specialty crop vendors in a three state basis. The market plans to use strategic promotions to prompt consumers to shop local for distinctive specialty crops grown in the region and to construct educational gardens at the market to use for garden tours on market days to create customer awareness for specialty crops and increase market share for producers.

We have just received $42,000 through the 2017 Specialty Crop Block Grant from the Missouri Department of Agriculture for the promotion and development of the Empire Market through specialty crops specifically.

The market, once established, will be a self-sustaining endeavor. As you can see from below projections, income will exceed general expenses even in 2018. We anticipate the market being a self-managing entity by 2020 under the umbrella of Downtown Joplin Alliance. Income

from the endeavor above and beyond expenses will serve to further other market and education projects as well as downtown and general community improvement.

DJA Executive Director, Lori Haun, will be initial management. She has over 20 years experience in project management, customer service, and community development. Lori is a long-time resident of Joplin. She is a developer of historic downtown properties and has over 14 years experience as well as a lighting designer and account manager for The Better Living Store. Lori also serves on the Historic Preservation Commission for the City of Joplin and Connect to Culture, a local arts board. In redeveloping historic properties, Lori has managed the record and accounting processes for the renovation itself as well as applying for and receiving state and federal Historic Tax Credits.

In addition, Ivy Hagedorn will serve as the market manager for the market and currently serves as Vice President of the Downtown Joplin Alliance Board. She has over 12 of management experience in a dual foodservice and retail environment, where her responsibilities included daily direct management of a staff of over thirty employees, with indirect support of a staff totaling nearly 160. After growing up in the Joplin area and graduating from the local university, Ms. Hagedorn moved to Kansas City and Arizona for a time, only to repatriate back to Joplin five years ago. She started her own jewelry business, Tarnished Charm, and has owned and operated that for the last four years. During this time, she has traveled to and participated in many different sizes and types of markets. For the last two years, she has been one of the volunteer staff of the Downtown Joplin Maker's Market and monthly Third Thursday events. Responsibilities there have included vendor solicitation, marketing, layout planning, and day of operation logistics.

EMPIRE MARKET PROFORMA 2018-2022

Income	2018	2019	2020	2021	2022
Vendors	$15,300	$21,000	$35,000	$40,000	$40,000
Event space rental	$8,000	$8,000	$12,000	$16,000	$16,000
Office rental	$34,000	$21,000	$42,000	$42,000	$42,000
Property rental (901 E 4th)	$14,400	$18,000	$22,000	$22000	$22000
Shared space fees	0	$9600	$12,500	$16200	$16200
Sponsorships	$12,000	$26,000	$34,000	$40,000	$44,000
TOTAL ANNUAL INCOME	$83,700	$103,600	$157,500	$176,200	$180,200
Expenses					
Utilities, Insurance	$29,500	$32,500	$35,900	$38,350	$38,350
Maintenance	$4,000	$5,000	$5,000	$6,000	$6,000
Staff	$40,000	$40,000	$60,000	$65,000	$65,000

Marketing	$10,000	$12,000	$15,000	$15,000	$15,000
TOTAL ANNUAL EXPENSES	$83,500	$89,500	$115,900	$124,350	$124,350

RESOLUTION NO. 2017-011

A RESOLUTION authorizing the City of Joplin to apply to the Missouri Development Finance Board (MDFB) for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project.

WHEREAS, THE City of Joplin is expressing its support for the Empire Market Redevelopment Project located at 931 E. 4th St.; and

WHEREAS, THE Downtown Joplin Alliance, the owner of the Empire Market Building, has requested tax credits to help with the rehabilitation of the building and grounds; and

WHEREAS, The Empire Market Redevelopment Project is eligible for financing through the State Tax Credit for Contribution Program administered by the MDFB;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, that the Council authorized the City Manager of the City of Joplin, or his designee, to submit an application to the MDFB for financing through the Tax Credit for Contribution Program in support of the project through the use of tax credits.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 4th day of December 2017.

Michael L. Seibert, Mayor

ATTEST:

Barbara J. Gollhofer, Assistant City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

2017 Board Roster

Downtown Joplin Alliance

Name	Company	Email	Phone	Title	Term	Address
Sam Anselm	City of Joplin	sam.anselm@gmail.com	417-891-0132	Ex-officio	NA	602 S Main, Joplin, MO 64801
John Coleman	RSVPaint	coleman@rsvpaint.com	417-225-8311		Jan 2014-Dec 2017	217 W 3rd St, Joplin, MO 64801
Chad Evans	Arvest Bank	cevans@arvest.com	417-437-7532		Dec 2015-Dec 2018	PO Box 450, Joplin, MO 64802
Ivy Hagedorn	Tarnished Charm	ivythagedorn@gmail.com	928-514-7713	Vice-President	Dec 2016-Dec 2019	3401 S Moffet St, Joplin, MO 64804
Drew Hartley	Freeman Hospital	akhartley@freemanhealth.com	417-499-0380		Dec 2012-Dec 2018	2710 N Missouri, Joplin, MO 64801
Conrad Kelley	TAMKO	conrad.kelley@gmail.com	417-540-1325	Secretary	May 2017- Dec 2020	40 Garden Ln, Joplin, MO 64801
Miranda Lewis	Mercy Hospital	Miranda.lewis76@gmail.com	417-499-1842	Ex-officio	NA	100 Mercy Way, Joplin, MO 64804
Jeff Neal	Neal Group Construction	jneal@nealgroupconstruction.com	417-849-1605	President	March 2016-Dec 2020	307 Metalwood Circle, Carl Junction, MO 64834
Jessica Struckhoff	Paragon Architects	struckhoff@paragonarchitecture.com	417-350-5953	Treasurer	March 2015-Dec 2018	1310 S Main St, Joplin, MO 64801
Chelsea Conley	MSSU	conley-c@mssu.edu	417-438-1516		July 2017-Dec 2021	3950 Newman Rd, Joplin, MO 64801

August 2017

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P O BOX A-3290 DPN 22-2
CHICAGO, IL 60690

Date: MAR 16 1994

MAIN STREET JOPLIN
P O BOX 486
JOPLIN, MO 64802

Employer Identification Number:
43-1561015
Case Number:
364055057
Contact Person:
C. FUNCHES
Contact Telephone Number:
(312) 886-[redacted]6532
Our Letter Dated:
July 28, 1989
Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Marilyn M. Day

Marilyn M. Day
District Director

Letter 1050 (DO/CG)

STATE OF MISSOURI

ROY D. BLUNT
SECRETARY OF STATE

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

GENERAL NOT FOR PROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF

MAIN STREET JOPLIN

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE REQUIREMENTS OF THE GENERAL NOT FOR PROFIT CORPORATION LAW;

NOW, THEREFORE, I, ROY D. BLUNT, SECRETARY OF STATE OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE GENERAL NOT FOR PROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JULY, 1989.

Roy D. Blunt
Secretary of State

$10.00

DBA DOWNTOWN JOPLIN ALLIANCE
Balance Sheet
As of October 31, 2017

	Oct 31, 17
ASSETS	
Current Assets	
Checking/Savings	
10200 · Arvest Bank	18,486.14
Total Checking/Savings	18,486.14
Other Current Assets	
12600 · Prepaid Insurance	825.50
Total Other Current Assets	825.50
Total Current Assets	19,311.64
Fixed Assets	
14000 · Land	430,000.00
14500 · Empire Market	1,270,000.00
15000 · Furniture and Fixtures	1,817.98
15100 · Accum Depr - F & F	-875.12
Total Fixed Assets	1,700,942.86
Other Assets	
18700 · Security Deposits Asset	-3,012.50
Total Other Assets	-3,012.50
TOTAL ASSETS	**1,717,242.00**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	12,543.89
Total Accounts Payable	12,543.89
Credit Cards	
21000 · Corporate Credit Card	104.04
Total Credit Cards	104.04
Other Current Liabilities	
24000 · Payroll Liabilities	923.64
Total Other Current Liabilities	923.64
Total Current Liabilities	13,571.57
Total Liabilities	13,571.57
Equity	
32000 · Retained Earnings	1,711,157.52
Net Income	-7,487.09
Total Equity	1,703,670.43
TOTAL LIABILITIES & EQUITY	**1,717,242.00**

2. These Project Costs have been incurred and are presently due and payable or have been paid by the Nonprofit Entity in connection with the Project and are eligible for payment or reimbursement in accordance with the requirements of the Agreement.

3. No item listed above has previously been included in any other Disbursement Request previously approved by the Board under the provisions of the Agreement.

4. All necessary permits and approvals required for the portion of the work on the Project for which this withdrawal is to be made have been issued and are in full force and effect.

5. [No material change in the Project Budget is necessary as a result of the payment of this request.] [As a result of this request we are hereby requesting that the Board approve a modification of the Project Budget as follows: _____ _____.]

Dated this _____ day of _____, 201_.

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Title:_____

Approved for Payment on _____ ___, 201__:

CITY OF JOPLIN, MISSOURI

By:_____
Title:_____

Approved for Payment on _____ ___, 201__:

MISSOURI DEVELOPMENT FINANCE BOARD

By:_____
Title:_____

EXHIBIT D

ADDITIONAL CONDITIONS PRECEDENT TO DISBURSEMENTS

Eligible costs include actual hard costs (costs of constructing, equipping and furnishing the Project), costs for material and labor, architectural and engineering costs, costs for appraisals, title insurance, and environmental assessments. Reimbursable costs must be properly documented by acceptable accounting practices.

EXHIBIT E

TAX CREDIT ACCOUNTABILITY ACT REPORTING FORM

ANNUAL COMPLIANCE REPORT

(pursuant to RSMo Section 135.805.2, as amended)

Reporting period Ended December 31, 20__

Organization Name:
Property use is: ☐ residential ☐ commercial/ industrial ☐ 501(c)(3) nonprofit ☐ governmental
Describe current use of project:
Projected or actual project cost:
Total labor costs:
Projected or actual date of Completion:
To the best of my knowledge, the information above and below are true and correct as of _____ __, 20__. Authorized Representative_____ Printed Name_____ Title_____

Return this form via e-mail or to the address below by JUNE 30, 20__:

Missouri Development Finance Board
P.O. Box 567
200 Madison St., Ste. 1000
Jefferson City, MO 65102
-or-
Fax No. (573) 526-4418

TAX CREDIT ACCOUNTABILITY ACT REPORTING FORM ATTACHMENT

BUSINESS/ORGANIZATION NAME:		
NUMBER OF JOBS CREATED AT PROJECT LOCATION EACH MONTH AS A RESULT OF THE ISSUED TAX CREDIT		
MONTHS	**FULL-TIME PERMANENT JOBS**	**PART-TIME PERMANENT JOBS**
JANUARY 20_ _		
FEBRUARY 20_ _		
MARCH 20_ _		
APRIL 20_ _		
MAY 20_ _		
JUNE 20_ _		
JULY 20_ _		
AUGUST 20_ _		
SEPTEMBER 20_ _		
OCTOBER 20_ _		
NOVEMBER 20_ _		
DECEMBER 20_ _		
TOTALS:		

EXHIBIT F

MBE/WBE REPORT

Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, MO 65101
Telephone No. (573) 751-8479
Fax No. (573) 526-4418
E-mail: kimberly.martin.mdfb@ded.mo.gov

Re: City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance – MBE/WBE Participation Report

The undersigned hereby certifies pursuant to the Tax Credit Agreement dated as of _____ __, 2018, that the undersigned has utilized the following contractors in the construction of the project for the period beginning upon the construction of the project and ending on _____ __, 20__, the last day of the most recent fiscal quarter:

MBE or /WBE	Name of Vendor	Description of Work or Service/Dates of Work	Contract Amount

Signed this ___ day of _____, 20__.

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Name:_____
Title:_____

EXHIBIT G

FORM OF COMPLETION CERTIFICATE

Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, MO 65101
Telephone No. (573) 751-8479
Fax No. (573) 526-4418
E-mail: kimberly.martin.mdfb@ded.mo.gov

Re: City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance – Notice of Final Completion

The undersigned hereby certifies pursuant to the Tax Credit Agreement dated as of _____ __, 2018 (the "Agreement"), that:

(a) The Project was completed on _____ __, 20__;

(b) The Project has been fully completed substantially in accordance with the Application, as modified by any changes permitted by the Agreement;

(c) The Nonprofit Entity commenced operations in the Project on _____ __, 20__.

(d) All costs of the Project have been fully paid for and no claim or claims exist against the Project out of which a lien based on furnishing labor or material exists or might ripen. [*Note*: There may be excerpted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Nonprofit Entity intends to contest provided a brief description of the claim is provided to the Board.]

Signed this ___ day of _____, 20__.

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Name:_____
Title:_____

EXHIBIT H

MDFB POLICY REGARDING UTILIZATION OF MBE AND WBE BUSINESSES IN CONNECTION WITH THE TAX CREDIT FOR CONTRIBUTION PROGRAM

I. General Policy Statement.

It is the policy of the Board to encourage the participation of minority and women-owned businesses (MBE and WBE collectively, the "Targeted Businesses") for projects financed with contributions received by the Board pursuant to the Tax Credit for Contribution Program.

II. Legal Obligations.

In the event the Board approves an application to this program, each Applicant and the Project Beneficiary of a project financed with contributions shall be required to contractually commit to one of the following:

A. Applicants With Existing Targeted Business Policies.

Applicants with Targeted Business Policies that include requiring the development and implementation of a plan designed to solicit and encourage the use of MBE/WBE in capital projects funded or partially funded with public money shall be required to submit such policies to the Board after approval and prior to execution of the Tax Credit Agreement (the "TCA"). The TCA evidences the terms, conditions, and responsibilities of the parties. Applicant shall agree in the TCA to (1) follow their existing policies and procedures and to require the Project Beneficiary to follow the Applicant's existing policies and procedures, to include the development of a plan to solicit and encourage MBE/WBE participation, (2) notify the Board in writing of any changes to the existing policies, (3) provide copies of all reports required by the existing policies to the Board, and (4) provide a final report to the Board summarizing adherence to the plan and the utilization of Targeted Industries on a form provided by the Board.

B. Applicants Without Targeted Business Policies.

Applicants that do not have Targeted Business Policies that include requiring the development and implementation of a plan designed to solicit and encourage the use of MBE/WBE in capital projects funded or partially funded with public money shall have the following provisions included in the Tax Credit Agreement:

(a) The Applicant or the Project Beneficiary shall include in all contracts for the project the following statement: "The Applicant and the Project Beneficiary have agreed with the Board to encourage the participation of minority and women-owned businesses (MBE and WBE collectively, the "Targeted Businesses") for work completed in connection with the project. Neither the Applicant nor the Project Beneficiary will knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, national origin, or religion."

(b) The Applicant or the Project Beneficiary shall contact the Missouri Office of Equal Opportunity housed within the Office of Administration to discuss ways in which the Applicant and the Project Beneficiary can encourage participation of Targeted Businesses in the Project, and develop a written plan to solicit and encourage said participation. The Applicant or Project Beneficiary shall use its good faith efforts in achieving the goals of its plan.

(c) The Applicant or the Project Beneficiary shall review the list of approved Targeted Businesses maintained by the Office of Equal Opportunity to determine whether any of such businesses provide the relevant services within the trade area of the Applicant. If there are such businesses, the Applicant and the Project Beneficiary agree to send such businesses information concerning the work to be performed and to encourage the business to contact the Applicant or the Project Beneficiary to obtain additional information concerning the work.

(d) Upon completion of construction of the project, the Applicant or the Project Beneficiary shall provide a final report to the Board summarizing its adherence to the plan and the utilization of Targeted Industries on a form provided by the Board.

III. Additional Policy Objectives.

The forgoing policies are intended to accomplish the following Board objectives:

(a) Provide Targeted Businesses with equal opportunity to participate in work to be performed with the proceeds of contributions received by the Board pursuant to the Tax Credit for Contribution Program.

(b) Widen opportunities for participation by Targeted Businesses, to increase competition, and to reduce costs to the Applicant and the Project Beneficiary.

(c) Provide information or other opportunities to Targeted Businesses that may also be available to all other business enterprises.

(d) It is not the intent of these policies to require the Applicant or the Project Beneficiary to go beyond its trade area in order to utilize Targeted Businesses.

IV. Reporting.

Board staff will submit quarterly reports to the members of the Board containing the level of participation by Targeted Businesses in projects financed through the Tax Credit for Contribution Program.

V. Definitions.

As used herein the following definitions shall apply:

"MBE" means a business that is at least 51% owned and controlled by one or more minority persons. A racial minority is, for the purposes of the State of Missouri's MBE program, defined as individuals who are Black, American Indian, Hispanic, Asian American and other similar racial minority groups as per Missouri Revised Statutes Chapter 33 Section 33.750. Also included are Alaskan Natives, Pacific Islanders, and Aleuts.

"Targeted Businesses" mean businesses that are either an MBE or a WBE.

"WBE" means a business that is at least 51% owned and controlled by a woman.

Adopted April 17, 2012

COUNCIL BILL NO. 2019 – 261 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Missouri Development Finance Board and Main Street Joplin doing business as Downtown Joplin Alliance for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project.

WHEREAS, The Downtown Joplin Alliance, the owner of the Empire Market Building, has requested tax credits to help with the rehabilitation of the building and grounds; and

WHEREAS, The City of Joplin approved a resolution of support for the Joplin Downtown Alliance to make an application to the Missouri Development Finance Board for tax credits through the State Tax Credit for Contribution Program.

WHEREAS, The Downtown Joplin Alliance application for tax credits for contribution was approved by the Missouri Development Finance Board to help with the rehabilitation of the building and grounds of the Empire Market Building which would aid farmers in southern Missouri in becoming more financially stable through increased sales through a regional farmers market and improve access to healthy foods in underserved communities and populations.

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

Section 1. That an agreement between the City of Joplin, Missouri, the Missouri Development Finance Board and the Downtown Joplin Alliance is entered into that permits the Downtown Joplin Alliance to receive financing for the rehabilitation of the Empire Market Building and Grounds through the State Tax Credit for Contribution Program.

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

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

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTION NO. 2019-006

A RESOLUTION establishing and identifying an Arts District in Downtown Joplin for marketing purposes only, to be known as the JOPLIN ARTS DISTRICT, commencing at B Street south to 12th Street, and from Wall Street east to Pennsylvania Avenue.

WHEREAS, a proposal has been made to the City Council regarding the formation of an Arts District in the City of Joplin in order to market the Arts District within the City; and,

WHEREAS, the City of Joplin sees value in promoting the arts in the City and feels it is important to establish a permanent district for the thriving art community in the City; and,

WHEREAS, the Joplin Arts District includes an eclectic enclave of boutique shops, one-of-a-kind restaurants, creative businesses, studios and art galleries downtown, and establishing the Arts District will help foster Joplin's inner core for cultural vibrancy, promote tourism and improve the community's daily life, and to add to the economic development of the inner city and Historic Downtown area; and,

WHEREAS, the City of Joplin will have no financial or investment obligation of any kind other than simply establishing the Arts District and identifying the area covered in the district, nor any obligations regarding other requirements or regulations that would govern such Art District.

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

Section 1. That the City Council of the City of Joplin hereby establishes and identifies an Arts District in Downtown Joplin for marketing purposes only, to be known as the JOPLIN ARTS DISTRICT, commencing at B Street south to 12th Street, from Wall Street east to Pennsylvania Street.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2019-126 – authorizing the Reorganization of the Airport Division and the addition of the job classification Airport Police Officer within the Salary Administration Plan for the City of Joplin.

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-126 Ordinance; Exhibit "A"-Salary Administration Plan, Exhibit "B"-Proposed Staffing Changes, Exhibit "C"-Budget Amendment, and Airport Police Officer Job Description

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill will establish a new position within the City of Joplin Salary Administration Plan for Airport Police Officer. It will also reorganize the Joplin Regional Airport to accommodate the new staffing requirements for the additional flights to Dallas and Chicago, as well as amend the budget accordingly.

BACKGROUND
With the addition of the new service to Chicago and the continued growth of the Dallas route, the Airport will need to make some changes/upgrades to some of the operational sectors and facilities. The flight schedule beginning in June will demand that Police and Airport staff be at the post for 10 hours each day to cover the FAA and TSA responsibilities. There will be at least 6 additional hours required above the current JPD staffing level at the Screening Checkpoint daily. The additional time required to cover the flights by the Airport ARFF staff will reduce the Airport staff time available for maintenance/Janitorial duties. These proposed changes will provide coverage until the end of the current budget year.

FUNDING SOURCE
The projected impact on the current approved Airport Budget is additional expenses of $82,492 and additional expenses in the general fund of $2,277. Revenues are projected to increase in the amount of $84,769 to cover the additional expenses as a result of the increased number of flights. These changes, along with any long-term changes, will be re-evaluated as part of the Airport 2019-20 budget discussion.
Staffing changes will consist of the following;

Airport Operations Supervisor (From Grade 160, Step 8 to Grade 180, Step 8)
Airport Operations Worker (Maintenance) (From .75 FTE to 1.00 FTE)
Seasonal Laborer (Mowing) (New Position .50 FTE)
Part-Time Clerk to Full-Time Senior Clerk (.50 FTE to 1.00 FTE)
Airport Police Officer (4 New Positions - .75 FTE each – 1,560 Hours)

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance related to public improvement, within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2019-126 ORDINANCE NO.

AN ORDINANCE approving the reclassification of various positions in the Airport Division; adding a new Airport Police Officer position; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause.

WHEREAS, the City of Joplin desires to reorganize the Airport Division to meet the staffing requirements for the additional flights to Dallas and the new flights to Chicago; and,

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

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

Section 1. That the Airport Division create a new position, Airport Police Officer, at a salary range 166 as shown in Exhibit "A" attached hereto within the Salary Administration Plan of the City of Joplin.

Section 2. That various Airport Division positions be reclassified as shown in Exhibit "B" attached hereto within the proposed staffing changes and reflected in the Salary Administration Plan of the City of Joplin.

Section 3. That Fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing revenue by the total amount of Eighty-Four Thousand Seven Hundred Sixty-Nine Dollars and No Cents ($84,769.00) and by increasing appropriations by the total amount of Eighty-Four Thousand Seven Hundred Sixty-Nine Dollars and No Cents ($84,769.00.) for the purposes and amounts shown in Schedule C attached hereto.

Section 4. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOB DESCRIPTION
CITY OF JOPLIN
AIRPORT POLICE OFFICER

TITLE: AIRPORT POLICE OFFICER

DEPARTMENT: PUBLIC WORKS

DESCRIPTION:

To perform general and specialized law enforcement, security, and safety duties and provide information services at the Joplin Regional Airport.

Under the direct supervision of the Airport Manager; handles Airport Police duties and responsibilities.

GENERAL TASKS AND RESPONSIBILITIES:

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

- Performs law enforcement, security and safety duties in support of the Joplin Regional Airport Security Program and Emergency Plan.
- Monitors and disseminates relevant threat information, law enforcement data and other intelligence.
- Conducts targeted vehicle inspections for explosive devices. Inspects and searches all delivery and motor coach tour buses for the same.
- Provides information services to Airport tenants and the traveling public coordinating security matters with tenants including disseminating information.
- Administers emergency medical first aid to injured or ill persons as necessary.
- Provides law enforcement support of airline passenger screening program and oversees air carrier compliance in accordance with FAA/TSA regulations.
- Works with and assists other law enforcement officers in handling such things as bomb threats or other serious threats to safety of persons and property using recognized police procedures and methods.
- Patrols airport on foot or in patrol vehicle; checks security of airport buildings, facilities, vehicles and grounds in accordance with federally mandated security procedures; enforces vehicle parking and traffic regulations applying to the airport; enforces City laws, ordinances and regulations.
- Prepares and presents clear and accurate written and oral reports either handwritten or computer generated.
- Makes arrests, issues citations, obtains evidence and testifies in court as necessary.
- Controls crowds and accommodates reception of groups, public officials or dignitaries.
- Periodically assigned to work with members of the Joplin Police Department to maintain efficiency in police work and gain increased experience.
- Maintains instruction manual and badge system in accordance with current FAA/TSA and Airport Security procedures.
- Attends training for professional development purposes.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- Use and care for all required police equipment including firearms.
- Annually complete police certification with firearms.

- Analyze situations and take appropriate action.
- React quickly and calmly under stress.
- Perform the essential functions of the job without posing a direct threat to the health and safety of others.
- Ability to effectively perform as an Airport Police Officer using modern police practices, applicable laws and ordinances and airport security procedures.
- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all-inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with employees, the public and airport tenants.
- Ability to lead others and to train and develop Airport Officers.
- Communicate effectively both verbally and in writing.
- Principles relating to behavioral sciences
- Skilled in Report writing methods
- Skilled in good Communication Techniques
- Knowledge of equipment involved in police work
- Knowledge of applicable Federal and State laws.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Establish effective working relationships with associates and the general public.
- Model and promote acceptance and respect for differences among employees and citizens.
- Perform effectively as a member of the team in carrying out the City's stated mission and philosophy.
- Ability to communicate effectively both verbally and in writing
- Ability to perform the essential functions of the job without posing a direct threat to the health and safety of others.
- Ability to learn modern police practices, applicable laws and ordinances and airport security procedures
- Knowledge of use and care for all required police equipment including firearms
- Ability to annually complete police certification with firearms
- Ability to follow oral and written instructions
- Ability to analyze situations and take appropriate action
- Knowledge and ability to react quickly and calmly under stress
- Knowledge and ability to establish effective working relationships with associates
- Ability to deal effectively and courteously with the general public
- Ability to effectively welcome and embrace differences among employees and citizens
- Perform effectively as a member of the team in carrying out the City's stated mission and philosophy.

JOB DESCRIPTION
CITY OF JOPLIN
AIRPORT POLICE OFFICER

PHYSICAL REQUIREMENTS

- Requires high levels of standing, walking, twisting and bending, and some medium to heavy lifting.
- Requires manual dexterity sufficient to operate a variety of job related manual and power equipment.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.
- Must move between buildings and runways as necessary.
- Must possess visual depth perception.
- Medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting are required.
- Works in all weather conditions.
- Subject to life threatening conditions and situations associated with law enforcement activities.
- Requires walking and standing for extended periods of time while wearing approximately 13 pounds of police equipment.
- Requires necessary physical strength and fitness to subdue and control resistive subjects and to complete the necessary defensive tactics training related to subject control / defensive tactics.
- Meet established hearing standards.

GENERAL QUALIFICATIONS:

- Must be a high school graduate or have G.E.D., 21 years of age, possess a Missouri Class A certification or a Class B certification and have two years of law enforcement experience which must include responding to calls for service and apprehending, detaining, and arresting suspects.

MISCELLANEOUS QUALIFICATIONS:

- Must pass a 10-year criminal history background check as required by the Transportation Security Administration which includes fingerprinting, according to Title 14, Code of Federal Regulations, Part 1542, Airport Security;
- Must be able to pass a background investigation and polygraph examination.
- must be a U.S. citizen, possess no felony convictions, and have no serious misdemeanor convictions within the past 5 years; no objectionable tattoos (no tattoos or brands on the head, neck, or below the upper six inches of the arm).
- Must be able to pass a background and post offer exams including medical exam and psychological evaluation and polygraph.
- Position is subject to working a variety of shifts including weekends and holiday due to 24-hour/ 7 days a week department operations. Subject to emergency call-in.
- Must successfully pass post offer exams including: medical exam and psychological evaluation.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 21, 2019
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$9.719	$9.913	$10.112	$10.314	$10.520	$10.731	$10.945	$11.164	$11.387	$11.615	$11.847	$12.084	$12.326	$12.573	$12.824	$13.080	$13.342	$13.609	$13.881	$14.159		
		$20,216	$20,620	$21,032	$21,453	$21,882	$22,320	$22,766	$23,221	$23,686	$24,159	$24,643	$25,135	$25,638	$26,151	$26,674	$27,207	$27,752	$28,307	$28,873	$29,450		
110	Custodian	$10.714	$10.928	$11.147	$11.370	$11.597	$11.829	$12.066	$12.307	$12.553	$12.804	$13.060	$13.322	$13.588	$13.860	$14.137	$14.420	$14.708	$15.002	$15.302	$15.608		
	Laborer I	$22,285	$22,731	$23,185	$23,649	$24,122	$24,605	$25,097	$25,599	$26,111	$26,633	$27,165	$27,709	$28,263	$28,828	$29,405	$29,993	$30,593	$31,205	$31,829	$32,465		
	Utility Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$11.250	$11.475	$11.705	$11.939	$12.177	$12.421	$12.669	$12.923	$13.181	$13.445	$13.714	$13.988	$14.268	$14.553	$14.844	$15.141	$15.444	$15.753	$16.068	$16.389		
	Court Assistant I	$23,400	$23,868	$24,345	$24,832	$25,329	$25,835	$26,352	$26,879	$27,417	$27,965	$28,524	$29,095	$29,677	$30,270	$30,876	$31,493	$32,123	$32,766	$33,421	$34,089		
	Transit Dispatcher																						
	Transit Driver I																						
130	Automotive Service Worker	$11.812	$12.048	$12.289	$12.535	$12.786	$13.041	$13.302	$13.568	$13.840	$14.116	$14.399	$14.687	$14.980	$15.280	$15.586	$15.897	$16.215	$16.540	$16.870	$17.208		
	Laborer II	$24,569	$25,060	$25,562	$26,073	$26,594	$27,126	$27,669	$28,222	$28,786	$29,362	$29,949	$30,548	$31,159	$31,783	$32,418	$33,067	$33,728	$34,402	$35,091	$35,792		
	Recreation Leader																						
	Senior Clerk																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Compliance Officer I	$12.402	$12.650	$12.903	$13.161	$13.424	$13.693	$13.967	$14.246	$14.531	$14.822	$15.118	$15.420	$15.729	$16.043	$16.364	$16.691	$17.025	$17.366	$17.713	$18.067		
	Detention Officer	$25,796	$26,312	$26,838	$27,375	$27,923	$28,481	$29,051	$29,632	$30,224	$30,829	$31,445	$32,074	$32,716	$33,370	$34,037	$34,718	$35,413	$36,121	$36,843	$37,580		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Police Services Assistant																						
	Utility Locator																						
150	Animal Control Officer	$13.023	$13.283	$13.549	$13.820	$14.097	$14.378	$14.666	$14.959	$15.259	$15.564	$15.875	$16.192	$16.516	$16.847	$17.184	$17.527	$17.878	$18.235	$18.600	$18.972		
	Court Assistant II	$27,088	$27,630	$28,182	$28,746	$29,321	$29,907	$30,505	$31,115	$31,738	$32,372	$33,020	$33,680	$34,354	$35,041	$35,742	$36,457	$37,186	$37,930	$38,688	$39,462		
	CVB Tourism & Events Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$14.358	$14.645	$14.938	$15.237	$15.542	$15.852	$16.169	$16.493	$16.823	$17.159	$17.502	$17.852	$18.209	$18.574	$18.945	$19.324	$19.710	$20.105	$20.507	$20.917		
	Automotive Mechanic I	$29,865	$30,462	$31,071	$31,693	$32,326	$32,973	$33,632	$34,305	$34,991	$35,691	$36,405	$37,133	$37,876	$38,633	$39,406	$40,194	$40,998	$41,818	$42,654	$43,507		
	Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$15.077	$15.379	$15.686	$16.000	$16.320	$16.646	$16.979	$17.319	$17.665	$18.018	$18.379	$18.746	$19.121	$19.504	$19.894	$20.292	$20.697	$21.111	$21.534	$21.964		
	Chief Wastewater Plant Operator	$31,360	$31,987	$32,627	$33,280	$33,945	$34,624	$35,317	$36,023	$36,743	$37,478	$38,228	$38,992	$39,772	$40,568	$41,379	$42,207	$43,051	$43,912	$44,790	$45,686		
	Crime Analyst/Accreditation Coordinator (E)																						
	Engineering Technician																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$15.829	$16.146	$16.468	$16.798	$17.134	$17.476	$17.826	$18.183	$18.546	$18.917	$19.295	$19.681	$20.075	$20.476	$20.886	$21.304	$21.730	$22.164	$22.608	$23.060		
	Automotive Mechanic II	$32,924	$33,583	$34,254	$34,940	$35,638	$36,351	$37,078	$37,820	$38,576	$39,348	$40,135	$40,937	$41,756	$42,591	$43,443	$44,312	$45,198	$46,102	$47,024	$47,965		
	Building Maintenance Technician																						
	Nutritionist I (E)																						
	Recycling Coordinator																						
	Wastewater Plant Technician																						
190	Building Inspector	$16.621	$16.953	$17.292	$17.638	$17.991	$18.351	$18.718	$19.092	$19.474	$19.864	$20.261	$20.666	$21.079	$21.501	$21.931	$22.370	$22.817	$23.273	$23.739	$24.214		
	Construction Inspector	$34,572	$35,263	$35,968	$36,688	$37,421	$38,170	$38,933	$39,712	$40,506	$41,316	$42,143	$42,986	$43,845	$44,722	$45,617	$46,529	$47,460	$48,409	$49,377	$50,364		
	Environmental Public Health Specialist I (E)																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$17.451	$17.800	$18.156	$18.519	$18.890	$19.267	$19.653	$20.046	$20.447	$20.856	$21.273	$21.698	$22.132	$22.575	$23.026	$23.487	$23.956	$24.436	$24.924	$25.423		
	Golf Course Maintenance Supervisor (E)	$36,298	$37,024	$37,765	$38,520	$39,290	$40,076	$40,878	$41,695	$42,529	$43,380	$44,247	$45,132	$46,035	$46,955	$47,895	$48,852	$49,829	$50,826	$51,843	$52,879		
	Nutritionist II (E)																						
	Planner (E)																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$18.324	$18.690	$19.064	$19.446	$19.834	$20.231	$20.636	$21.049	$21.469	$21.899	$22.337	$22.784	$23.239	$23.704	$24.178	$24.662	$25.155	$25.658	$26.171	$26.695		
	Building Maintenance Supervisor (E)	$38,114	$38,876	$39,654	$40,447	$41,256	$42,081	$42,922	$43,781	$44,657	$45,550	$46,461	$47,390	$48,338	$49,304	$50,291	$51,296	$52,322	$53,369	$54,436	$55,525		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
300	Assistant to the City Manager (E)	$19.240	$19.625	$20.017	$20.418	$20.826	$21.243	$21.667	$22.101	$22.543	$22.994	$23.453	$23.923	$24.401	$24.889	$25.387	$25.895	$26.412	$26.941	$27.479	$28.029	$28.590	$29.161
	Fleet Maintenance Supervisor (E)	$40,019	$40,820	$41,636	$42,469	$43,318	$44,184	$45,068	$45,969	$46,889	$47,827	$48,783	$49,759	$50,754	$51,769	$52,804	$53,861	$54,938	$56,037	$57,157	$58,300	$59,466	$60,656
	Golf Course Professional (E)																						
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$20.203	$20.607	$21.019	$21.440	$21.868	$22.306	$22.752	$23.207	$23.671	$24.144	$24.627	$25.120	$25.622	$26.135	$26.657	$27.191	$27.734	$28.289	$28.855	$29.432	$30.021	$30.621
	Communications Technician Manager (E)	$42,022	$42,863	$43,720	$44,594	$45,486	$46,396	$47,324	$48,270	$49,236	$50,220	$51,225	$52,249	$53,294	$54,360	$55,447	$56,556	$57,688	$58,841	$60,018	$61,218	$62,443	$63,692
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	* Assistant Director of Human Resources/Safety Manager (E)	$21.213	$21.637	$22.070	$22.511	$22.962	$23.421	$23.889	$24.367	$24.854	$25.351	$25.859	$26.376	$26.903	$27.441	$27.990	$28.550	$29.121	$29.703	$30.297	$30.903	$31.521	$32.152
	Athletic Facilites Superintendent (E)	$44,123	$45,006	$45,906	$46,824	$47,760	$48,715	$49,690	$50,684	$51,697	$52,731	$53,786	$54,861	$55,959	$57,078	$58,219	$59,384	$60,571	$61,783	$63,019	$64,279	$65,565	$66,876
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$22.274	$22.719	$23.174	$23.637	$24.110	$24.592	$25.084	$25.586	$26.098	$26.619	$27.152	$27.695	$28.249	$28.814	$29.390	$29.978	$30.577	$31.189	$31.813	$32.449	$33.098	$33.760
	* Assistant City Prosecutor (E)	$46,330	$47,257	$48,202	$49,166	$50,149	$51,152	$52,175	$53,219	$54,283	$55,369	$56,476	$57,605	$58,758	$59,933	$61,131	$62,354	$63,601	$64,873	$66,171	$67,494	$68,844	$70,221
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager (E)	$23.388	$23.856	$24.333	$24.820	$25.316	$25.822	$26.339	$26.865	$27.403	$27.951	$28.510	$29.080	$29.662	$30.255	$30.860	$31.477	$32.107	$32.749	$33.404	$34.072	$34.753	$35.448
	Chief Building Official (E)	$48,647	$49,620	$50,612	$51,625	$52,657	$53,710	$54,784	$55,880	$56,998	$58,138	$59,300	$60,486	$61,696	$62,930	$64,189	$65,473	$66,782	$68,118	$69,480	$70,870	$72,287	$73,733
	City Prosecutor (E)																						
	* Infrastructure Superintendent (E)																						
	Network Manager																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	* Assistant City Attorney (E)	$24.557	$25.048	$25.549	$26.060	$26.581	$27.113	$27.655	$28.208	$28.772	$29.348	$29.935	$30.534	$31.144	$31.767	$32.402	$33.050	$33.711	$34.386	$35.073	$35.775	$36.490	$37.220
	* Assistant Director of Health & Env/Epid Coordinator (E)	$51,079	$52,100	$53,142	$54,205	$55,289	$56,395	$57,523	$58,673	$59,847	$61,044	$62,264	$63,510	$64,780	$66,076	$67,397	$68,745	$70,120	$71,522	$72,953	$74,412	$75,900	$77,418
	* Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	* Assistant Director of Public Works/Operations (E)	$25.785	$26.301	$26.827	$27.363	$27.911	$28.469	$29.038	$29.619	$30.211	$30.815	$31.432	$32.060	$32.702	$33.356	$34.023	$34.703	$35.397	$36.105	$36.827	$37.564	$38.315	$39.081
	* Assistant Finance Director (E)	$53,633	$54,705	$55,800	$56,916	$58,054	$59,215	$60,399	$61,607	$62,839	$64,096	$65,378	$66,686	$68,019	$69,380	$70,767	$72,183	$73,626	$75,099	$76,601	$78,133	$79,696	$81,289
370	* Human Resources Director/Risk Mgmt (E)	$29.848	$30.445	$31.054	$31.675	$32.308	$32.955	$33.614	$34.286	$34.972	$35.671	$36.385	$37.112	$37.854	$38.612	$39.384	$40.171	$40.975	$41.794	$42.630	$43.483	$44.353	$45.240
		$62,084	$63,326	$64,592	$65,884	$67,202	$68,546	$69,916	$71,315	$72,741	$74,196	$75,680	$77,193	$78,737	$80,312	$81,918	$83,557	$85,228	$86,932	$88,671	$90,444	$92,253	$94,098
380	* Assistant Director of Public Works/Engineering (E)	$31.342	$31.969	$32.608	$33.260	$33.926	$34.604	$35.296	$36.002	$36.722	$37.457	$38.206	$38.970	$39.749	$40.544	$41.355	$42.182	$43.026	$43.886	$44.764	$45.659	$46.573	$47.504
	* Community Health Director (E)	$65,191	$66,495	$67,825	$69,182	$70,565	$71,977	$73,416	$74,884	$76,382	$77,910	$79,468	$81,057	$82,678	$84,332	$86,019	$87,739	$89,494	$91,284	$93,109	$94,972	$96,871	$98,808
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$32.908	$33.566	$34.237	$34.922	$35.621	$36.333	$37.060	$37.801	$38.557	$39.328	$40.115	$40.917	$41.735	$42.570	$43.421	$44.290	$45.176	$46.079	$47.001	$47.941	$48.900	$49.878
	* Finance Director (E)	$68,449	$69,818	$71,214	$72,638	$74,091	$75,573	$77,084	$78,626	$80,198	$81,802	$83,439	$85,107	$86,809	$88,546	$90,317	$92,123	$93,965	$95,845	$97,762	$99,717	$101,711	$103,745
410	* Public Works Director (E)	$36.281	$37.007	$37.747	$38.502	$39.272	$40.057	$40.858	$41.675	$42.509	$43.359	$44.226	$45.111	$46.013	$46.933	$47.872	$48.829	$49.806	$50.802	$51.818	$52.855	$53.912	$54.990
		$75,464	$76,974	$78,513	$80,084	$81,685	$83,319	$84,985	$86,685	$88,419	$90,187	$91,991	$93,831	$95,707	$97,621	$99,574	$101,565	$103,597	$105,668	$107,782	$109,937	$112,136	$114,379
162	Firefighter Trainee	$10.2301	$10.4839	$10.7380	$10.9921	$11.2459	$11.5000	$11.7541	$12.0079	$12.2620	$12.5161	$12.7699	$13.0240	$13.2782	$13.5319	$13.7861	$14.0398	$14.2940	$14.5481	$14.8019	$15.0560		
		$29,790	$30,529	$31,269	$32,009	$32,748	$33,488	$34,228	$34,967	$35,707	$36,447	$37,186	$37,926	$38,666	$39,405	$40,145	$40,884	$41,624	$42,364	$43,103	$43,843		
172	Firefighter/EMT	$10.7679	$11.0361	$11.3029	$11.5701	$11.8379	$12.1051	$12.3719	$12.6401	$12.9069	$13.1741	$13.4420	$13.7091	$13.9770	$14.2442	$14.5110	$14.7788	$15.0460	$15.3128	$15.5810	$15.8479		
		$31,356	$32,137	$32,914	$33,692	$34,472	$35,250	$36,027	$36,808	$37,585	$38,363	$39,143	$39,921	$40,701	$41,479	$42,256	$43,036	$43,814	$44,591	$45,372	$46,149		
192	Fire Driver/Engineer	$11.9880	$12.2751	$12.5622	$12.8489	$13.1360	$13.4231	$13.7102	$13.9969	$14.2840	$14.5711	$14.8578	$15.1449	$15.4320	$15.7191	$16.0058	$16.2919	$16.5790	$16.8661	$17.1532	$17.4399		
		$34,909	$35,745	$36,581	$37,416	$38,252	$39,088	$39,924	$40,759	$41,595	$42,431	$43,266	$44,102	$44,938	$45,774	$46,609	$47,442	$48,278	$49,114	$49,950	$50,785		
312	Fire Captain	$14.4900	$14.8359	$15.1820	$15.5282	$15.8740	$16.2191	$16.5649	$16.9111	$17.2569	$17.6020	$17.9481	$18.2940	$18.6401	$18.9859	$19.3310	$19.6769	$20.0230	$20.3692	$20.7139	$21.0601	$21.4059	$21.7521
		$42,195	$43,202	$44,210	$45,218	$46,225	$47,230	$48,237	$49,245	$50,252	$51,257	$52,265	$53,272	$54,280	$55,287	$56,292	$57,299	$58,307	$59,315	$60,319	$61,327	$62,334	$63,342
342	Battalion Chief (E)	$24.447	$24.962	$25.476	$25.991	$26.505	$27.020	$27.534	$28.049	$28.563	$29.078	$29.592	$30.107	$30.621	$31.136	$31.650	$32.165	$32.679	$33.194	$33.708	$34.223	$34.737	$35.252
	Fire Marshal (E)	$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
	Fire Training Chief (E)																						
		$17.4619	$17.8300	$18.1971	$18.5649	$18.9320	$19.3001	$19.6669	$20.0350	$20.4021	$20.7699	$21.1370	$21.5052	$21.8719	$22.2400	$22.6071	$22.9749	$23.3420	$23.7102	$24.0769	$24.4451	$24.8122	$25.1799
		$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
362	Deputy Fire Chief (E)	$27.917	$28.465	$29.013	$29.561	$30.109	$30.657	$31.205	$31.753	$32.301	$32.849	$33.397	$33.945	$34.492	$35.040	$35.588	$36.136	$36.684	$37.232	$37.780	$38.328	$38.876	$39.424
		$58,067	$59,207	$60,347	$61,487	$62,627	$63,767	$64,906	$66,046	$67,186	$68,326	$69,466	$70,606	$71,743	$72,883	$74,023	$75,163	$76,303	$77,443	$78,582	$79,722	$80,862	$82,002
402	Fire Chief (E)	$35.011	$35.824	$36.637	$37.450	$38.263	$39.076	$39.889	$40.702	$41.515	$42.328	$43.141	$43.954	$44.767	$45.580	$46.392	$47.205	$48.018	$48.831	$49.644	$50.457	$51.270	$52.083
		$72,823	$74,514	$76,205	$77,896	$79,587	$81,278	$82,969	$84,660	$86,351	$88,042	$89,733	$91,424	$93,115	$94,806	$96,495	$98,186	$99,877	$101,568	$103,260	$104,951	$106,642	$108,333
166	Airport Police Officer	$14.167	$14.536	$14.904	$15.272	$15.640	$16.008	$16.376	$16.744	$17.113	$17.481	$17.849	$18.217	$18.585	$18.953	$19.321	$19.690	$20.058	$20.426	$20.794	$21.162		
	Police Officer Trainee	$29,467	$30,235	$31,000	$31,766	$32,531	$33,297	$34,062	$34,828	$35,595	$36,360	$37,126	$37,891	$38,657	$39,422	$40,188	$40,955	$41,721	$42,486	$43,252	$44,017		
196	Police Officer	$16.668	$17.101	$17.534	$17.967	$18.400	$18.833	$19.266	$19.699	$20.132	$20.566	$20.999	$21.432	$21.865	$22.298	$22.731	$23.164	$23.597	$24.030	$24.464	$24.897		
		$34,669	$35,570	$36,471	$37,371	$38,272	$39,173	$40,073	$40,974	$41,875	$42,777	$43,678	$44,579	$45,479	$46,380	$47,280	$48,181	$49,082	$49,982	$50,885	$51,786		
206	Police Corporal	$17.959	$18.409	$18.858	$19.307	$19.757	$20.206	$20.655	$21.105	$21.554	$22.003	$22.453	$22.902	$23.351	$23.801	$24.250	$24.699	$25.149	$25.598	$26.047	$26.496		
		$37,355	$38,291	$39,225	$40,159	$41,095	$42,028	$42,962	$43,898	$44,832	$45,766	$46,702	$47,636	$48,570	$49,506	$50,440	$51,374	$52,310	$53,244	$54,178	$55,112		
316	Police Sergeant	$20.203	$20.691	$21.179	$21.667	$22.155	$22.643	$23.131	$23.619	$24.107	$24.596	$25.084	$25.572	$26.060	$26.548	$27.036	$27.524	$28.012	$28.500	$28.988	$29.476	$29.964	$30.452
		$42,022	$43,037	$44,052	$45,067	$46,082	$47,097	$48,112	$49,128	$50,143	$51,160	$52,175	$53,190	$54,205	$55,220	$56,235	$57,250	$58,265	$59,280	$60,295	$61,310	$62,325	$63,340
346	Police Captain (E)	$26.170	$26.779	$27.388	$27.997	$28.606	$29.214	$29.823	$30.432	$31.041	$31.649	$32.258	$32.867	$33.476	$34.085	$34.693	$35.302	$35.911	$36.520	$37.128	$37.737	$38.346	$38.955
		$54,434	$55,700	$56,967	$58,234	$59,500	$60,765	$62,032	$63,299	$64,565	$65,830	$67,097	$68,363	$69,630	$70,897	$72,161	$73,428	$74,695	$75,962	$77,226	$78,493	$79,760	$81,026
366	Assistant Police Chief (E)	$26.866	$27.526	$28.185	$28.844	$29.504	$30.163	$30.822	$31.482	$32.141	$32.800	$33.460	$34.119	$34.778	$35.438	$36.097	$36.756	$37.416	$38.075	$38.734	$39.394	$40.053	$40.712
		$55,881	$57,254	$58,625	$59,996	$61,368	$62,739	$64,110	$65,483	$66,853	$68,224	$69,597	$70,968	$72,338	$73,711	$75,082	$76,452	$77,825	$79,196	$80,567	$81,940	$83,310	$84,681
406	Police Chief (E)	$34.555	$35.389	$36.224	$37.059	$37.894	$38.728	$39.563	$40.398	$41.232	$42.067	$42.902	$43.736	$44.571	$45.406	$46.240	$47.075	$47.910	$48.744	$49.579	$50.414	$51.248	$52.083
		$71,874	$73,609	$75,346	$77,083	$78,820	$80,554	$82,291	$84,028	$85,763	$87,499	$89,236	$90,971	$92,708	$94,444	$96,179	$97,916	$99,653	$101,388	$103,124	$104,861	$106,596	$108,333

REGIONAL AIRPORT
EXHIBIT "B" PROPOSED STAFFING CHANGE
Estimated 5-Month Impact (June 1, 2019 thru October 31, 2019)

5-Month Impact Details

Airport Operations Supervisor (From Grade 160, Step 8 $16.493 per Hour to Grade 180, Step 8 $18.183 per Hour)

Description	Budget Amount	Proposed Amount	Increase/ (Decrease)
Regular Wages	$ 14,356	$ 15,759	$ 1,403
Cell Phone Allowance	261	261	-
Longevity - 3%	431	473	42
Single Dental Insurance	100	100	-
Disability Insurance	48	52	4
FICA Tax - Medicare	214	228	14
FICA Tax - Social Security	917	977	60
Single Health Insurance	2,463	2,376	(88)
Life Insurance	31	32	1
LAGERS Retirement	1,911	1,970	59
Worker's Compensation	875	960	85
Total 5-Month Impact	**$ 21,606**	**$ 23,187**	**$ 1,580**

Airport Operations Worker (Maintenance) (From .75 FTE to 1.00 FTE - 1560 Hours to 2080 Hours)

Description	Budget Amount	Proposed Amount	Increase/ (Decrease)
Regular Wages	7,566	9,993	2,427
Family/Single Dental Insurance	248	100	(147)
Disability Insurance	25	32	7
FICA Tax - Medicare	81	145	64
FICA Tax - Social Security	345	620	274
Family/Single Health Insurance	5,123	2,376	(2,748)
Life Insurance	16	20	4
LAGERS Retirement	961	1,249	288
Worker's Compensation	440	600	160
Total 5-Month Impact	**$ 14,805**	**$ 15,134**	**$ 329**

Seasonal Laborer (Mowing) (New Position .50 FTE - 1040 Hours)

Description	Budget Amount	Proposed Amount	Increase/ (Decrease)
Regular Wages	-	4,297	4,297
FICA Tax - Medicare	-	62	62
FICA Tax - Social Security	-	266	266
Worker's Compensation	-	257.79	258
Total 5-Month Impact	**$ -**	**$ 4,883**	**$ 4,883**

Reclassification from Part-Time Clerk to Full-Time Senior Clerk (.50 FTE to 1.00 FTE - 1040 Hours to 2080 Hours)
(Position is shared with PW: Engineering. Funding will remain 20% Engineering and 80% Airport)

Description	Budget Amount	Proposed Amount	Increase/ (Decrease)
Regular Wages	4,520	9,117	4,598
Family Dental Insurance	-	248	248
Disability Insurance	-	29	29
FICA Tax - Medicare	66	132	67
FICA Tax - Social Security	280	565	285
Family Health Insurance	-	4,989	4,989
Life Insurance	-	18	18
LAGERS Retirement	-	1,140	1,140
Worker's Compensation	8	18	11
Total 5-Month Impact	**$ 4,873**	**$ 16,257**	**$ 11,384**

Airport Police Officer (4 New Positions - .75 FTE each - 1560 Hours)

Description	Budget Amount	Proposed Amount	Increase/ (Decrease)
Regular Wages	-	9,209	9,209
Family Dental Insurance	-	248	248
Disability Insurance	-	32	32
FICA Tax - Medicare	-	134	134
FICA Tax - Social Security	-	571	571
Family Health Insurance	-	4,989	4,989
Life Insurance	-	18	18
LAGERS Retirement	-	1,151	1,151
Worker's Compensation	-	296	296
Total 5-month Impact (Per Position)	**$ -**	**$ 16,648**	**$ 16,648**
Total 5-Month Impact (4 Positions)	**$ -**	**$ 66,591**	**$ 66,591**

5-Month Impact Summary

Proposed Positions/Changes	Total Budget Amount	Funding Allocation	Total Proposed Amount	General Fund Budget Change	Airport Fund Budget Change	Total Increase/ (Decrease)
Airport Operations Supervisor	$ 21,606	Airport Fund	$ 23,187	$ -	$ 1,580	$ 1,580
Airport Operations Worker	14,805	Airport Fund	15,134	-	329	329
Seasonal Laborer	-	Airport Fund	4,883	-	4,883	4,883
Reclassify PT Clerk to FT Senior Clerk	4,873	General Fund 20% Airport Fund 80%	16,257	2,277	9,107	11,384
Airport Police Officers (4)	-	Airport Fund	66,591	-	66,591	66,591
Total 5-Month Impact	**$ 41,284**		**$ 126,053**	**$ 2,277**	**$ 82,492**	**$ 84,769**

SCHEDULE C

CITY OF JOPLIN
BUDGET AMENDMENT
2018-2019 ADOPTED BUDGET
20-May-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	Genenral Fund					
				$	-	
	PW Engineering	001-4505-520-1010	Regular Wages		-	2,277
	Total General Fund			$	-	2,277
405	Airport Fund					
	Airport	405-0000-430-1001	Airline Operators	$	4,070	
	Airport	405-0000-430-1014	Passenger Facility Charge		33,335	-
	Airport	405-0000-430-1015	Landing Fee		5,834	
	Airport	405-0000-430-1018	ARFF/Security Fee		31,250	
	Airport	405-0000-470-0502	TSA		10,280	
	Airport Operations	405-5004-520-1010	Regular Wages			77,609
	Airport Operations	405-5004-520-1110	Seasonal Wages			4,883
	Total Airport Fund			$	84,769	82,492
	Grand Total			$	84,769	84,769

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-127 – Approval of Abatement Order on Consent with DNR

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
Council Bill 2019-127; Abatement Order on Consent No. 2019-WPCB-1565; Appendix A - The City of Joplin's 2026 Activities Plan of Its System Renewal & Sanitary Sewer Overflow (SSO) Prevention Program; Appendix B – The City's SSO Warning Sign (Draft)

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Council Bill authorizes the City of Joplin to enter into Abatement Order on Consent (AOC) No. 2019-WPCB-1565 with the Missouri Department of Natural Resources (DNR) regarding Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses.

BACKGROUND
Over the past few years, City staff have worked in partnership with DNR to address SSOs from its sanitary sewer collection system. In January 9, 2018, City staff presented a summary of City efforts from 2008-2017 to reduce the frequency of SSOs and bypasses. DNR representatives informed City staff of the option to enter into an AOC, which is a voluntary mutual agreement that covers the City for past SSOs and bypasses. After careful consideration, City staff recommend that Council accept the AOC, along with its plan of system renewal activities through calendar year 2026.

City staff have worked with its team of consultants to develop its "2026 Activities Plan of its System Renewal & SSO Prevention Program," which outlines the strategic approach to reducing inflow and infiltration (I&I) within various basins within the City's 400-mile sanitary sewer system. Appendix A to the AOC contains specific 3-year milestone quantities of work to which the City will be held accountable. Appendix B contains sample wording of a warning sign required by the EPA to be posted where SSOs occur in the collection system.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance relating to public improvement, 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.

APPENDIX A

THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

ACTIVITY	CALENDAR YEARS															
	-2 2017		-1 2018		1 2019		2 2020		3 2021		4 2022		5 2023		6 2024		7 2025		8 2026	
Flow Monitoring	All Basins				Facilities Plan Update & Rate Study										Rate Study					
Hydraulic Modeling			All Basins																	
Smoke Testing [1]					Priority 2 Basins	Priority 2 Basins	Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin			
Other Public I&I Evaluation [1]			Priority 1 Basins		Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Service Lateral Launches/Investigation					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Evaluate Potential for Joint Stormwater Improvement Project [2]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin	
Implementation of Public Sewer Rehabilitation Methods [3]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Post Rehabilitation Flow Metering						Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin
Private-side I&I Program Development [4]						All Basins														
Private I&I Program Implementation (if warranted)								Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin
Evaluate Program Performance [5]										Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin
Peak Flow Management Improvements (if necessary) [6,7]												Priority 1 Basins			Priority 2 Basins			Priority 3 Basin		
Ongoing System Renewal Program									All Basins											
MDNR Meeting to Discuss Program Implementation				All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins
Update Hydraulic Model												All Basins								

Notes:

A. "Priority Basins" above are for illustrative purposes only. Prioritization of basins shall be determined based on the results of hydraulic modeling and cost-effective analysis, in conjunction with other factors and/or improvement obligations within the City's annual expenditures.

B. Program implementation will progress based upon adaptive evaluations to identify the areas that will deliver the greatest benefits from the public dollars invested.

Footnotes:

1. Smoke testing, manhole inspections, dyed-water testing, and CCTV inspections are examples of I&I evaluations that can be performed within that part of the sanitary sewer system that is owned and maintained by the City.

2. The purpose of this activity is to evaluate the potential for coordinated stormwater improvement projects in an effort to maximize the effectiveness of I&I reduction efforts.

3. Best efforts will be made to implement a cost-effective approach for rehabilitation of public side sanitary sewer lines.

4. The development of a Private-side I&I program must first be approved by the Joplin City Council. The schedule for implementation will be adjusted accordingly, once approved.

5. Program evaluation occurs after any private-side I/I work is done in any given basin, using post-rehabilitation flow data to determine if the impact of the improvements met the program's objectives and goals.

6. Examples of peak flow management improvements include relief sewers, upsizing pipes, increased pumping capacities, or off-line storage.

7. In certain basins, it may be appropriate to construct peak flow management infrastructure after completing rehabiliation and program evaluation in the larger basin.

ADDITIONAL DETAILS of THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

Estimates of targeted rehabilitation quantities for the years of the Program are indicated below. These numbers are preliminary and actual performance will likely vary from year to year. Over the life of the Program the goals are expected to be met.

Basins selected in any given year are subject to change; see notes "A" and "B" on page 1.

Interim Milestone: Year 1 - 2019

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 2 Basins)	Lateral Launches (EA)
Cleveland (H12-90)	11 *	3,700	90	15	23,500	110
Roanoke 30 (K08-265)	20 *					

* These basins were smoke tested in previous years, and were thus chosen as Early Action Areas.

Interim Milestone: Year 2 - 2020

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 3 Basin)	Lateral Launches (EA)
West Joplin (K12-170)	3	3,700	90	15	19,500	300
East Highland (N10-15)	9					

Interim Milestone: Year 3 - 2021

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 4 Basins)	Lateral Launches (EA)
Willow Branch (M10-340)	2	3,700	90	15	17,000	300

1ST MILESTONE: Years 1 - 3 (2019 - 2021)

By the end of the 1st Milestone Period (December 31, 2021), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**11,100**	**270**	**45**	**60,000**	**710**

continued, next page

Interim Milestone: Year 4 - 2022

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 5 Basin)	Lateral Launches (EA)
Priority 4 Basin	4	2,300	80	13	26,000	275

Interim Milestone: Year 5 - 2023

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 6 Basin)	Lateral Launches (EA)
Priority 5 Basin	7	2,300	80	13	26,000	275

Interim Milestone: Year 6 - 2024

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 7 Basin)	Lateral Launches (EA)
Priority 6 Basin	8	2,300	80	13	26,000	275

2ND MILESTONE: Years 1 - 3 (2022 - 2024)

By the end of the 2ND MILESTONE Period (December 31, 2024), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**6,900**	**240**	**39**	**78,000**	**825**

Prior to Year 7, the City proposes to discuss program successes and strategies for the coming years. Afterwards, the 3rd Milestone period's targeted rehabilitation quantities can be estimated.

Interim Milestone: Year 7 - 2025

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 8 Basin)	Lateral Launches (EA)
Priority 7 Basin	5	2,300	80	13	26,000	275

Interim Milestone: Year 8 - 2026

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
Priority 8 Basin	10	2,300	80	13	-	275

APPENDIX B

Pursuant to the requirements of paragraph 23 of this Agreement, the City of Joplin has included a draft of the required sign on the following page.

The City reserves the right to modify the content and design of the sign, upon prior approval from the Department.

WARNING SEWAGE

PUBLIC HEALTH HAZARD

AVOID CONTACT WITH THE WATER

DRAFT

Report Foul Odors or Unusual Discoloration

During Work Hours: (417) 624-3615 Weekends & Nights: 623-3131, ext. 405

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:	)	
	)	
City of Joplin	)	
	)	**Order No. 2019-WPCB-1565**
	)	
Proceeding under the	)	
Missouri Clean Water Law	)	

ABATEMENT ORDER ON CONSENT

NOTICE TO RECIPIENTS OF ABATEMENT ORDERS ON CONSENT

The issuing of this Abatement Order on Consent (AOC) No. 2019-WPCB-1565, by the Missouri Department of Natural Resources (Department), is a formal administrative action by the State of Missouri and is being issued because the City of Joplin (City) violated the Missouri Clean Water Law (MCWL). This AOC is issued under the authorities of Sections 644.056 and 644.079, Revised Statutes of Missouri (RSMo). Failure to comply with this AOC is, by itself, a violation of Section 644.076.1, RSMo. Litigation may occur without further notice if there is not compliance with the requirements of this AOC. This AOC does not constitute a waiver or a modification of any requirements for the MCWL, or its implementing regulations, all of which remain in full force and effect. Compliance with the terms of this AOC shall not relieve the City of liability for, or preclude the Department from, initiating an administrative or judicial enforcement action to recover civil or administrative penalties for any future violations of the MCWL, or to seek injunctive relief, pursuant to Chapter 644, RSMo.

FINDINGS OF FACT

1. The City is a home rule municipality with a population of approximately 51,231 residents. The City owns and operates two wastewater treatment facilities (WWTFs), the Turkey Creek WWTF and the Shoal Creek WWTF. Treated effluent discharges through Outfall No. 004 of the WWTF to Turkey Creek, pursuant to the conditions and requirements of Missouri State Operating Permit (Permit) No. MO-0103349. Treated effluent discharges through Outfall No. 001 of the WWTF to Shoal Creek, pursuant to the conditions and requirements of Permit No. MO-0023256.

2. Turkey Creek and Shoal Creek are waters of the state as the term is defined by Section 644.016(27), RSMo.

3. Domestic wastewater is a water contaminant as the term is defined by Section 644.016(24), RSMo.

4. On January 26, 2007, the Department issued Permit No. MO-0103349 to the City for the Turkey Creek WWTF, and on March 9, 2007, the Department re-issued a revised Permit No. MO-0103349 to the City to include a pretreatment condition for the City.

5. On January 25, 2012, Permit No. MO-0103349 expired by its own terms and on April 11, 2012, the Department received an application from the City for the renewal of the Permit. The Permit is currently in draft form pending re-issuance.

6. On February 3, 2012, the Department issued Permit No. MO-0023256 to the City for the Shoal Creek WWTF and on February 2, 2017, Permit No. MO-0023256 expired by its own terms. On August 9, 2016, the Department received an application from the City to renew Permit No. MO0023256 and the Permit is pending re-issuance.

7. Standard Conditions, of Permit Nos. MO-0103349 and MO-0023256 require the City to report to the Department any non-compliance which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances.

8. Special Conditions of Permit No. MO-010349 and Permit No. MO-0023256 require the City to submit periodic Inflow and Infiltration (I&I) reports to the Department, which address measures taken to locate and eliminate sources of excessive I&I into the City's collection system.

9. Sanitary sewer overflows (SSOs) and bypasses of the full treatment process from lift stations and peak flow outfalls periodically occur in the City's wastewater collection and treatment systems during heavy wet weather and rain events. These SSOs and bypasses have the potential to endanger health or the environment and frequently reach waters of the state.

10. On December 11, 2011, the City entered into a Voluntary Compliance Agreement (VCA) with the Department to address the City's peak flow discharges from both WWTFs. As required by the VCA, a Bypass Elimination Plan (BEP) was submitted and the schedule contained therein was approved by the Department on July 23, 2013, and became enforceable as a part of the VCA. On May 16, 2017, the VCA was extended to December 11, 2021.

11. From April 2016 to the effective date of this AOC, the City reported to the Department at least 30 SSOs or bypass events from the Turkey Creek WWTF and collection system. The total estimated volume of untreated or partially treated wastewater released during the 30 events was approximately 91,075,333 gallons. The majority of the volume released during these events was in correlation with wet weather events.

12. From April 2016 to the effective date of this AOC, the City reported to the Department at least 58 SSOs or bypass events from the Shoal Creek WWTF and collection

system. The total estimated volume of untreated or partially treated wastewater released during the 58 events was approximately 49,466,495 gallons. The majority of the volume released during these events was in correlation with wet weather events.

13. The City has engaged in significant efforts to reduce the frequency of SSO and bypass events including: collecting flow data from the sanitary sewer system that will be used to develop a hydraulic model with results expected in the Fall of 2018; reconstruction of small-diameter concrete pipes and relining of manholes; replacement of both screw pumps at the Turkey Creek WWTF; replacement of the Tin Cup pump station pumps; and a construction of a parallel force main from the Filmore Bridge pump station to its discharge point into the gravity.

14. The City is voluntarily entering into this AOC before the end of the compliance period of the VCA in order to implement additional sewer overflow reduction control measures.

15. Sections 644.076.1 and 644.079, RSMo, authorize the imposition of penalties for violations of the MCWL and establish monetary penalties of up to $10,000 per day per violation.

STATEMENT OF VIOLATIONS

The Department and the City acknowledge and anticipate that SSO and bypass events will continue to occur while the City completes all upgrades to the City's wastewater collection system as defined in the City's improvements schedule. The City has violated the MCWL and its implementing regulations as follows:

16. Through the effective date of this AOC, and until all upgrades to the City's wastewater collection system are completed, the City has failed to prevent SSOs of the City's wastewater collection system and bypasses of the WWTFs through the City's peak flow outfalls, as required by the Standard Conditions in Permit Nos. MO-0103349 and MO-0023256, in violation of Section 644.076.1, RSMo; and

17. Caused pollution of Turkey Creek and Shoal Creek, waters of the state, or placed or caused or permitted to be placed, a water contaminant in a location where it is reasonably certain to cause pollution of waters of the state, in violation of Sections 644.051.1(1) and 644.076.1, RSMo.

AGREEMENT

18. The Department and the City desire to amicably resolve all claims that may be brought against the City for violations alleged above in Statement of Violations.

19. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of the City under this AOC.

20. The City, in compromise and satisfaction of the Department's claims relating to the above-referenced violations, agrees, without admitting liability or fault, to pay an administrative penalty in the amount of $16,000, of which, $16,000 shall be suspended as described in the paragraph below.

21. The suspended penalty described in the paragraph above in the amount of $16,000 shall be suspended for a period of two years from the execution of this AOC upon the condition that the City does not violate the terms of this AOC. Upon determination by the Department that the City has failed to meet the terms of this AOC to the Department's satisfaction, including the requirements of Paragraphs 21 through 29, the Department may send a written demand for the suspended penalty to the City. The City shall have 30 days from receipt of the written demand to

submit the suspended penalty. The penalty shall be divided into four consecutive payments of $4,000 each with each payment being submitted 30 days apart. The payment shall be in the form of a check made payable to the "Jasper County Treasurer, as custodian of the Jasper County School Fund." The check shall be delivered to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

22. In the period of time from the effective date of this AOC until all upgrades to the City's wastewater collection system are completed as defined in the City's improvements schedule, the City agrees to operate and maintain the existing collection system and the WWTFs peak flow outfalls at all times so as to comply with the conditions and requirements of Permit Nos. MO-0103349 and MO-0023256. All units or components of the existing collection system shall be maintained in an operable condition, even if this requires the purchase and installation of new parts or equipment, or repair of the collection system that occur outside of the City's proposed improvements schedule.

23. When collection system releases occur that affect public areas and pose risks to public health, the City agrees to post warning signs of the risk to public health to deter public exposure. The City agrees to post such warning signs spaced in frequency to encompass the entire affected area, visible from the public's likely approach, and keep the warning signs posted until the risk to public health from the collection system release has ended. An example of the City's warning sign is attached hereto as Appendix B.

24. The City agrees to implement The City of Joplin's 2026 Activities Plan of its System Renewal and SSO Prevention Program (Plan) attached hereto as Appendix A, which is hereby approved by the Department as an enforceable condition of this AOC.

25. The City agrees to submit to the Department annual reports of all progress during the previous year. The reports are due June 30, of each year and the information provided shall include, but not be limited to, the status of implementation of all requirements of this AOC, including a statement as to whether specific milestone dates in the schedule included in the Plan were met and a summary of project expenditures. For work performed by a private contractor, the City shall submit certification by its engineer that the specified work has been completed, and for work performed by City personnel, a copy of the work order, or similar documentation, and cover letter certifying the work is complete, signed by the design engineer. The reports shall also include any modifications to the Plan with supporting documentation for the changes.

26. The City agrees to maintain copies of all written submissions prepared pursuant to this AOC for at least 36 months after termination of this AOC.

27. If bypasses from the City's peak flow outfalls continue to occur after the City's Plan is implemented, the City may choose to submit a "no feasible alternatives analysis" along with any other relevant information in support of approval for future bypasses within its reissued Permits. Nothing in this AOC authorizes use of the City's peak flow outfall(s).

28. Twelve months following completion of all the requirements of the Plan, the City shall submit to the Department a report that identifies whether additional control measures are necessary for the City's collection system and WWTFs to comply with sewer overflow and peak wet weather flow management requirements. If such control measures are necessary, the report shall identify the necessary controls along with an expeditious implementation schedule for the Department's approval. Upon approval, the supplemental measures plan shall become an enforceable part of this AOC.

29. The City agrees to consult with the Department's Engineering Section staff and comply with all applicable application, permit, and fee requirements related to the projects approved by the Department as a part of the Plan.

SUBMISSIONS

30. All other documentation submitted to the Department for compliance with this AOC shall be submitted within the timeframes specified to:

Ms. Erin Meyer Heidolph
Department of Natural Resources
Water Protection Program
Compliance and Enforcement Section
P.O. Box 176
Jefferson City, MO 65102-0176

OTHER PROVISIONS

31. As soon as reasonable, but not later than 7 business days upon becoming aware that a deadline or milestone as set forth in this AOC will not be completed by the required deadline and not after the deadline has passed, the City shall notify the Department by electronic mail: i) identifying the deadline that will not be completed; ii) identifying the reason for failing to meet the deadline; and iii) proposing an extension to the deadline. Within five days of notifying the Department, the City shall submit to the Department, for review and approval, a written request containing the same basic provisions of i, ii, and iii listed above. The Department may grant an extension to the deadlines above if it deems appropriate. Failure to submit a written notice to the Department may constitute a waiver of the City's right to request an extension and may be grounds for the Department to deny the City an extension.

32. Should the City fail to meet the terms of this AOC, including the deadlines set out in Paragraphs 21 through 29, the City shall be subject to pay stipulated penalties in the following amount:

Days of Violation	Amount of Penalty
1 to 30 days	$100 per day
31 to 90 days	$250 per day
91 days and above	$500 per day

Stipulated penalties will be paid in the form of a check made payable to "Jasper County Treasurer, as custodian of the Jasper County School Fund." Any such stipulated penalty shall be paid within 30 days of demand by the Department and shall be delivered to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

33. Compliance with this AOC resolves only the specific violations described herein, and this AOC shall not be construed as a waiver or modification of any other requirements of the MCWL and regulations, or any other source of law. Except as specified herein, this AOC does not resolve any future violations of this AOC or any law, regulation, or permit. Consistent with 10 CSR 20-3.010(5), this AOC shall not be construed as satisfying any claim by the state or federal government for natural resource damages.

34. Nothing in this AOC forgives the City from future non-compliance with the laws of the State of Missouri, nor requires the Department or State of Missouri to forego pursuing by any legal means for any non-compliance with the laws of the State of Missouri. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they express or implied, oral or written, except those expressly set forth herein. The terms of this AOC supersede all previous memoranda of understanding, notes, conversations, and agreements (including the VCA dated December 11, 2011, between the City and the Department), express or implied. This AOC may not be modified orally.

35. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.

36. The effective date of the AOC shall be the date the Department signs the AOC. The Department shall send a fully executed copy of this AOC to the City for its records.

DISPUTE RESOLUTION

37. If the City disagrees with any decision or determination made by the Department relative to any part or requirement of this AOC, the City will have 30 days from receipt of the decision or determination in question to seek review of the Department's decision or determination which gave rise to the dispute. This 30 day deadline may be extended if necessary by mutual written agreement. The City shall notify the Department in writing in the form of a Notice of Dispute, the basis of its objection(s) including a specific reference to the subject of dispute and factual data to support the City's objection(s). The City and the Department shall have 30 days from the Department's receipt of the City's Notice of Dispute to attempt to resolve the dispute. Dispute resolution may be extended by mutual written agreement. If the City and the Department are unable to resolve the dispute within 60 days of initiation of the dispute resolution process, within 30 days the City shall submit to the Department a written Statement of Position detailing the matter of dispute including factual data and/or documentation supporting the City's position. Within 30 days receipt of the City's Statement of Position, the Department shall submit its Statement of Position in response. The Department's Statement of Position shall be its final decision, which shall be binding on the City unless the City files a petition for further administrative or judicial review in accordance with applicable law.

COST ANALYSIS FOR COMPLIANCE

38. Pursuant to Section 644.145.2(1)(c), the City hereby waives the requirement for the Department to develop a Cost Analysis for Compliance (CAFCom) or other finding of affordability with respect to the requirements of this AOC. The City acknowledges that this waiver was not required by the Department as a condition to enter this AOC.

NOTICE OF APPEAL RIGHTS

39. By signing this AOC, the City consents to its terms and waives any right to appeal, seek judicial review, or otherwise challenge the terms and conditions of this AOC, including the CAFCom referenced herein, pursuant to Sections 621.250, 640.010, 640.013, 644.056.3, 644.079.2, Chapter 536 RSMo, 644.145, RSMo, 10 CSR 20-1.020, 10 CSR 20-3.010, 10 CSR 20-6.020(5), the Missouri Constitution, or any other source of law.

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SIGNATORY AUTHORITY

Agreed to and Ordered on this _____ day of _____, 2019

_____
The Honorable Mayor Gary Shaw

Agreed to and Ordered on this _____ day of _____, 2019

_____
DEPARTMENT OF NATURAL RESOURCES
Chris Wieberg
Water Protection Program

c: Ms. Cindy Davies, Director, Southwest Regional Office
Operating Permits Section
General Counsel's Office
Accounting Program

COUNCIL BILL NO. 2019-127 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of Abatement Order on Consent (AOC) No. 2019-WPCB-1565 with the Missouri Department of Natural Resources (DNR) regarding Sanitary Sewer Overflows and Wastewater Treatment Plant Bypasses; and, containing an emergency clause.

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

Section 1. That a consent agreement by and between the City of Joplin and the Missouri Department of Natural Resources for the Abatement of Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses; a true and accurate copy of said agreement being attached hereto and incorporated herein, is hereby approved.

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

Section 3. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations and meet FAA timelines.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-003 - amending Chapter 106, adding Article VII., Small Cell Management

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Public Works

ATTACHMENTS
Council Bill 2019-003

REVIEWED BY
Dept. Head: David Hertzberg; Finance Director Leslie Haase; City Attorney Peter Edwards; Interim City Manager Dan Pekarek

SUMMARY
This Council Bill amends Chapter 106, "Streets, Sidewalks and Other Public Places," by enacting a new Article VII, "Small Cell Management."

BACKGROUND

The City has previously regulated the construction and deployment of Wireless Facilities through a variety of ordinances and practices. In 2018, the General Assembly of the state of Missouri determined that policies intended to encourage and streamline the deployment of Small Wireless Facilities and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the State of Missouri is a matter of legitimate statewide concern. The General Assembly adopted a uniform statewide framework for the deployment of Small Wireless Facilities and utility poles in the State of Missouri that is called the Uniform Small Wireless Facility Deployment Act. The result of this is that municipalities are required to adopt an ordinance or develop an agreement that makes available to wireless providers rates, fees and other terms that comply with the provisions of the Act. The proposed ordinance is being presented to the City Council for consideration and approval and complies with the Missouri statutes on the issue.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

COUNCIL BILL NO. 2019-003 ORDINANCE NO. _____

AN ORDINANCE of the city of Joplin, Missouri establishing procedures and requirements relating to construction and deployment of small wireless facilities.

WHEREAS, the City has previously regulated the construction and deployment of Wireless Facilities through a variety of ordinances and practices; and

WHEREAS, the General Assembly of the state of Missouri determined that policies intended to encourage and streamline the deployment of Small Wireless Facilities and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the State of Missouri is a matter of legitimate statewide concern; and,

WHEREAS, in HB 1991 (sections 67.5110 to 67.5121, RSMo.) (the "Uniform Small Wireless Facility Deployment Act" or the "Act"), the General Assembly adopted a uniform statewide framework for the deployment of Small Wireless Facilities and utility poles in the State of Missouri; and

WHEREAS, in the Act, the General Assembly directs an Authority, defined to include a Missouri municipality, to adopt an ordinance or develop an agreement that makes available to wireless providers rates, fees and other terms that comply with the provisions of the Act; and,

WHEREAS, it is determined by the City Council of the City of Joplin that it is in the best interests of the City, its residents and businesses to enact an ordinance to establish a uniform and efficient approach to handling requests for the deployment of Small Wireless Facilities and utility poles in order to implement the requirements of the Act directed at the City; and

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

Section 1. The City's Chapter 106 on Streets, Sidewalks and Other Public Places, is hereby amended by adding a VII, entitled "Small Cell Management", in substantially the form as follows:

"Sec. 106-160. Applicability:

To the extent permitted by law, this [Ordinance] shall apply to all Persons desiring to construct, operate, or maintain Small Wireless Facilities within the City.

Sec. 106-161 Definitions:

(a) Definitions and Usage – General.

For the purposes of this [Ordinance], the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense and vice versa, words in the plural number include the singular number and vice versa, and masculine gender includes the feminine gender and vice versa. The words 'shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated or contrary to the context, terms, phrases, words, and abbreviations not defined herein shall be given the meaning set forth in § 67.5110-67.5121 RSMo, and if not defined therein, the City Code, and, if not defined therein, their common and ordinary meaning. For further convenience, the first letter of terms, phrases, words, and abbreviations defined in this [Ordinance] have been capitalized, but an inadvertent failure to capitalize such letter shall not affect its meaning, nor shall the inadvertent capitalization of the first letter of a term, phrase, word or abbreviation not defined herein affect the meaning thereof.

(b) "Antenna", communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;

(c) "Applicable Codes", uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes enacted to prevent physical property damage or reasonably foreseeable injury to persons;

(d) "Applicable Law," state and federal law and regulation applicable to the construction, installation, deployment or Collocation of Wireless Facilities and Utility Poles, including those laws and regulations of general applicability that do not apply exclusively to Wireless Facilities or Wireless Providers such as local ordinances and state law relating to use of Right-of-Way;

(e) "Applicant", any person who submits an application and is a wireless provider;

(f) "Application", a request submitted by an applicant to the City for a permit to collocate small wireless facilities on a utility pole or wireless support structure, or to approve the installation, modification, or replacement of a utility pole;

(g) "City Utility Pole", means a utility pole, as defined below, owned, managed, or operated by or on behalf of the City; except municipal electric utility distribution poles or facilities;

(h) "Collocate" or "Collocation", to install, mount, maintain, modify, operate, or replace small wireless facilities on or immediately adjacent to a wireless support structure or utility pole, provided that the small wireless facility antenna is located on the wireless support structure or utility pole;

(i) “Decorative Pole”, a City Utility Pole that is specially designed and placed for aesthetic purposes;

(j) “Fee”, a one-time, nonrecurring charge;

(k) "Historic district", a group of buildings, properties, or sites that are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C, or are otherwise located in a district made subject to special design standards adopted by a local ordinance or under state law as of January 1, 2018, or subsequently enacted for new developments;

(l) "Micro wireless facility", a small wireless facility that meets the following qualifications:

(a) Is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height; and

(b) Any exterior antenna no longer than eleven inches;

(m) “Small Wireless Facility Permit”, a written authorization from a designated City official required by the City to collocate Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way for any purpose;

(n) “Rate”, a recurring charge;

(o) “Right-of-Way”, the area on, below, or above a public roadway, highway, street, sidewalk, alley, or similar property used for public travel, but not including a federal interstate highway, railroad right-of-way, or private easement;

(p) “Small Wireless Facility”, a wireless facility that meets both of the following qualifications:

(1) Each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and

(2) All other equipment associated with the wireless facility, whether ground or pole mounted, is cumulatively no more than twenty-eight cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility.

The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs and related conduit for the connection of power and other services;

(q) "Technically feasible", by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its design or site location can be implemented without a reduction in the functionality of the small wireless facility;

(r) "Utility Pole", a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of small wireless facilities;

(s) "Wireless Facility", equipment at a fixed location that enables wireless communications between user equipment and a communications network, including equipment associated with wireless communications and radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include:

(1) The structure or improvements on, under, or within which the equipment is collocated;

(2) Coaxial or fiber-optic cable between wireless support structures or utility poles;

(3) Coaxial or fiber-optic cable not directly associated with a particular small wireless facility; or

(4) A wireline backhaul facility;

(t) "Wireless Infrastructure Provider", any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment or wireless facilities but that is not a wireless services provider;

(u) “Wireless Provider”, a wireless infrastructure provider or a wireless services provider;

(v) “Wireless Services”, any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using wireless facilities;

(w) “Wireless Services Provider”, a person who provides wireless services;

(x) “Wireless Support Structure”, an existing structure, such as a monopole or tower, whether guyed or self-supporting, designed to support or capable of supporting wireless facilities; an existing or proposed billboard; an existing or proposed building; or other existing or proposed structure capable of supporting wireless facilities, other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole.

(s) "Wireline backhaul facility", a physical transmission path, all or part of which is within the right-of-way, used for the transport of communication data by wire from a wireless facility to a network.

Sec. 106-162. General Standards:

(a) Neither the City, nor any person owning, managing, or controlling City Utility Poles, shall enter into an exclusive arrangement with any person for use or management of the Right-of-Way for the Collocation of Small Wireless Facilities or the installation, operation, marketing, modification, maintenance, management, or replacement of City Utility Poles within the Right-of-Way, or for the right to attach to such City Utility Poles within the Right-of-Way.

(b) The City, in applying the provisions of this [Ordinance], will act in a competitively neutral manner with regard to other users of the Right-of-Way.

(c) Nothing in this [Ordinance] limits the ability of the City to require an Applicant to obtain one or more permits of general applicability that do not apply exclusively to Wireless Facilities in addition to the Permit required by this [Ordinance] in order to Collocate a Small Wireless Facility or install a new, modified, or replacement Utility Pole associated with a Small Wireless Facility.

(d) The City may require a Permit under Applicable Codes, existing City ordinances, or this [Ordinance], with reasonable conditions, for work in a Right-of-Way that will involve excavation,

affect traffic patterns, obstruct traffic in the Right-of-Way, or materially impede the use of a sidewalk.

(e) A Small Wireless Facility must comply with reasonable, objective, and cost- effective concealment or safety requirements determined by the City.

(f) Subject to Subsection (h) of section 4 of [this Ordinance], and except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R. Section

1.1307(a)(4) of the Federal Communications Commission rules, the City may require reasonable, technically feasible, nondiscriminatory, and technologically neutral design or concealment measures, published in advance, for Small Wireless Facilities or Utility Poles placed in a Historic District. Any such design or concealment measures shall not have the effect of prohibiting any Wireless Provider's technology, nor shall any such measures be considered a part of the Small Wireless Facility for purposes of the size restrictions in the definition of Small Wireless Facility.

(g) Right-of-Way users, upon adequate notice and at the facility owner’s own expense, shall relocate facilities as may be needed in the interest of public safety and convenience.

(h) Except as otherwise provided in this [Ordinance] and Applicable Law, in reviewing applications for Small Wireless Facilities, Wireless Support Structures and Utility Poles, the City will exercise zoning, land use, planning, and permitting authority within its territorial boundaries.

(i) Nothing in this [Ordinance] shall be interpreted to impose any new requirements on cable providers for the provision of such service.

(j) Small Wireless Facilities or Utility Poles constructed or operational before August 28, 2018, which were approved by the City by permit or agreement may remain installed and be operated under the requirements of this [Ordinance].

(k) The City recommends, but does not require, the location and collocation of wireless communication equipment on existing structures thereby minimizing new visual, aesthetic and public safety impacts, effects upon the natural environment, and to reduce the need for additional poles.

Sec. 106-163. Permitting Provisions:

(a) Permit Requirements – Inside the Right-of-Way.

Any Person desiring to Collocate Small Wireless Facilities, or to install, replace, maintain or operate a Utility Pole, inside the Right-of-Way must first apply for and obtain a Permit, in addition to any other required permit, license, or authorization that is generally applicable and does not apply exclusively to Wireless Facilities.

(1) The Collocation of Small Wireless Facilities and the installation, maintenance, modification, operation, and replacement of Utility Poles along, across, upon, and under the Right-of-Way is not subject to zoning review or approval; except that the placement of new or modified Utility Poles in the Right-of-Way in areas zoned single-family residential or as historic as of August 28, 2018, remain subject to any applicable zoning

requirements that are consistent with §§ 67.5090 to 67.5103, RSMo.

(2) Small Wireless Facilities and Utility Poles shall be installed and maintained so as not to obstruct or hinder the usual travel, including pedestrian travel, or public safety on the Right-of-Way or obstruct the legal use of the Right- of-Way by the City or other authorized Right-of-Way users.

(3) A new, replacement, or modified Utility Pole installed in the Right-of-Way shall not be subject to zoning requirements so long as the Utility Pole does not exceed the greater of ten feet in height above the tallest existing Utility Pole in place as of January 1, 2019 located within five hundred feet of the new Utility Pole in the same Right-of-Way, or fifty feet above ground level. A new, modified, or replacement Utility Pole that exceeds these height limits shall be subject to applicable City zoning requirements that apply to other Utility Poles, and that are consistent with Sections 67.5090 to 67.5103, RSMo.

(4) New Small Wireless Facilities in the Right-of-Way shall not extend more than ten feet above an existing Utility Pole in place as of August 28, 2018.

(5) Small Wireless Facilities on a new Utility Pole shall not extend above the height permitted for a new Utility Pole in Subsection 3 above.

(6) A Wireless Provider shall be permitted to replace Decorative Poles when necessary to Collocate a Small Wireless Facility, but any replacement pole shall reasonably conform to the design aesthetics of the Decorative Pole or Poles being replaced. The term ‘reasonably conform’

as used herein, shall mean that the design aesthetics of the replacement pole shall be as nearly identical to the Decorative Pole replaced as is feasible. The [City Engineer or other designated position] is authorized to determine if the replacement pole reasonably conforms, based upon the reasonable objective design standards published in advance by the City.

(7) The City may require replacement of a City Utility Pole that is proposed to be used for a Collocation on a nondiscriminatory basis for reasons of safety and reliability, including a demonstration that the Collocation would make the City Utility Pole structurally unsound.

(8) Wireless providers are recommended, but not required to allow other telecommunication providers to share their poles when technically feasible, in return for a reasonable fee, in order to mitigate the impact of new pole construction upon City neighborhoods. The Director of Public Works shall have final authority over any disputes among telecommunication providers regarding pole use issues.

(9) If a new pole is to be installed, it must be at least 350 feet away from other poles unless the wireless provider is able to give sufficient documentation that this spacing requirement prevents them from adequately serving a location.

If these spacing requirements limit or provide an adverse impact in providing service to a certain location, wireless providers are allowed to apply for a variance request or waiver or exception to this clause.

(b) Permit Requirements – Outside the Right-of-Way.

(1) The Collocation of Small Wireless Facilities in or on property not zoned primarily for single-family residential use is not subject to zoning review or approval.

(2) The City will allow Collocation of Small Wireless Facilities on City Wireless Support Structures and City Utility Poles that are located on City property outside the right-of-way to the same extent, if any, that it allows access to such structures for other commercial projects or uses. Any such Collocations shall be subject to reasonable and nondiscriminatory rates, fees, and terms as provided in an agreement between the City and the Wireless Provider, and not otherwise governed by this [Ordinance].

(3) The City shall not enter into an exclusive agreement with a Wireless Provider concerning City Utility Poles or City Wireless Support Structures that are located on City property outside the Right-of-Way, including stadiums and enclosed arenas, unless the agreement meets the following requirements:

a. The Wireless Provider provides service using a shared network of Wireless Facilities that it makes available for access by other Wireless Providers on reasonable and nondiscriminatory rates and terms that shall include use of the entire shared network, as to itself, an affiliate, or any other entity; or,

b. The Wireless Provider allows other Wireless Providers to Collocate Small Wireless Facilities on reasonable and nondiscriminatory rates and terms, as to itself, an affiliate, or any other entity.

(c) Permit Process for an Applicant seeking to construct Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way.

An Applicant seeking to Collocate Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way, must first submit an Application for a Permit to the [City Engineer or other designated position]. The [City Engineer or other designated position] shall design and make available to Applicants a standard Application form, consistent with the provisions of this [Ordinance] which all Applicants must use in order to accomplish the purposes of this [Ordinance]. Except for the requirements in Subsection 2(b) below, an Applicant shall not be required to provide more information to obtain a Permit under this [Ordinance] than other communications service providers that are not Wireless Providers.

(1) An Application for a Permit shall include the following:

a. Construction and engineering drawings which demonstrate compliance with the criteria in Section 4(f);

b. City compatible GIS files showing where these poles are located

c. An attestation that the Small Wireless Facilities comply with the volumetric limitations in the definition of Small Wireless Facility;

d. Information on the height of any new, replacement, or modified Utility Pole;

e. Applicable indemnity, insurance, performance bond information required in Section 6;

f. An Applicant that is not a Wireless Services Provider must provide evidence of agreements or plans demonstrating that the Small Wireless Facilities will be operational for use by a Wireless Services Provider within one year after the Permit issuance date, unless the City and the Applicant agree to extend this period or if the Applicant notifies the City the delay is caused by lack of commercial power or communications transport facilities. An Applicant that is a Wireless Services Provider must provide this information by attestation.

g. Plans and detailed cost estimates for any make-ready work as needed.

1. The Applicant shall be solely responsible for the cost of any make-ready work; and

h. Projected commencement and termination dates for the Permit, or if such dates are unknown at the time the Permit is issued, a provision

requiring the Permit holder to provide [City Engineer or other designated position] with reasonable advance notice of such dates once they are determined.

(d) Fees and Rates. Each such Application shall be accompanied by payment of fees as designated in this [Ordinance].

(1) General.

a. Any fees collected pursuant to this Subsection will be used only to reimburse the City for its actual incurred costs and will not be used to generate revenue to the City above such costs.

b. The City may not require or accept in-kind services in lieu of any fee.

c. The rates to Collocate on City Utility Poles shall be nondiscriminatory regardless of the services provided by the Collocating Applicant.

(2) Application Fee.

a. The total fee for an Application for the Collocation of a Small Wireless Facility on an existing City Utility Pole is $100 per Small Wireless Facility.

b. An Applicant filing a consolidated Application shall pay $100 per Small Wireless Facility included in the consolidated Application.

c. The total fee for an Application for the installation, modification, or replacement of a Utility Pole and the Collocation of an associated Small Wireless Facility is $500 per Utility Pole.

(3) Collocation Rate.

a. The rate for Collocation of a Small Wireless Facility to a City Utility Pole is $150 per City Utility Pole per year.

(4) Right-of-Way Permit Fee.

a. The total fee for a Right-of-Way permit associated with the installation of Small Wireless Facilities in the Right-of-Way is $50.00 per Small Wireless Facility.

(e) Timing for Processing of an Application.

(1) Within fifteen days of receiving an Application, the City shall determine and notify the Applicant in writing whether the Application is complete. If an Application is incomplete, the City shall specifically identify the missing information in writing. The processing deadline in Subdivision 2 of this Subsection is tolled from the time the City sends the notice of incompleteness to the time the Applicant provides the missing information. That processing deadline may also be tolled by agreement of the Applicant and the City.

(2) The City shall process and approve or deny an Application for Collocation of a Small Wireless Facility within forty-five (45) days of receipt of the Application. The Application shall be deemed approved if not approved or denied within this forty-five (45) day period.

(3) The City shall process and approve or deny an Application for installation of a new, modified, or replacement Utility Pole associated with a Small Wireless Facility within sixty (60) days of receipt of the Application. The Application shall be deemed approved if not approved or denied within this sixty-day (60) day period.

(4) An Applicant may file a consolidated Application and receive a single Permit for the Collocation of multiple Small Wireless Facilities.

a. An Application may include up to twenty separate Small Wireless Facilities; provided that they are for the same or materially same design of Small Wireless Facility being Collocated on the same or materially the same type of Utility Pole or Wireless Support Structure, and geographically proximate. The Application shall provide information sufficient for the [City Public Works Director or other designated position] to determine whether the Applicant has met the requirements of this Subsection. The [City Public Works Director or other designated position] shall have discretion to determine whether the Application meets the requirements of this Subsection.

b. If the City receives individual Applications for approval of more than fifty (50) Small Wireless Facilities or consolidated Applications for approval of more than seventy-five (75) Small Wireless Facilities within a fourteen (14) day period, whether from a single Applicant or multiple Applicants, the City may, upon its own request, obtain an automatic thirty (30) day extension for any additional Collocation or replacement or installation Application submitted during that fourteen day period or in the fourteen day period immediately following the prior fourteen (14) day period. The City will promptly communicate its request to each and any affected Applicant.

c. The denial of one or more Small Wireless Facilities in a consolidated Application shall not delay processing or constitute a basis for denial of any other Small Wireless Facilities in the same consolidated Application or the consolidated Application as a whole.

(5) The City shall provide a good faith estimate for any make-ready work necessary to enable a City Utility Pole to support the requested Collocation by a Wireless Provider, including pole replacement if necessary, within

sixty (60) days after receipt of a complete Application. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good faith estimate and advance payment, if required, by the Applicant.

(6) An Application that is not acted on within the specified time period is deemed approved.

(7) For any Application denied:

a. The City shall document the complete basis for a denial in writing, and send the documentation to the Applicant on or before the day the City denies the Application.

b. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional application fee.

c. The City shall approve or deny the revised Application within thirty

(30) days. Any subsequent review shall be limited to the deficiencies cited in the denial.

(8) The City will not institute, either expressly or de facto, a moratorium on filing, receiving, or processing Applications or issuing Permits or other approvals, if any, for the Collocation of Small Wireless Facilities or the installation, modification, or replacement of Utility Poles to support Small Wireless Facilities.

a. If doing so would be consistent with 47 U.S.C. § 253(a), particularly as interpreted by the FCC's Declaratory Ruling adopted on August 2, 2018 (FCC 18-111), the City may institute a temporary moratorium on Applications for Small Wireless Facilities and the Collocation thereof for no more than thirty days in the event of a major and protracted staffing shortage that reduces the number of personnel necessary to receive, review, process, and approve or deny applications for the Collocation of Small Wireless Facilities by more than fifty (50) percent.

(f) Denial of an Application. An Application for a proposed collocation of a Small Wireless Facility or installation, modification, or replacement of a Utility Pole

otherwise meeting the requirements of Sections 4(a)(1) or 4(b)(1) may be denied if the action proposed in the Application could reasonably be expected to:

(1) Materially interfere with the safe operation of traffic control equipment or City-owned communications equipment;

(2) Materially interfere with sight lines or clear zones for transportation, pedestrians, or non-motorized vehicles;

(3) Materially interfere with compliance with the Americans with Disabilities Act, or similar federal or state standards regarding pedestrian access or movement;

(4) Materially obstruct or hinder the usual travel or public safety on the Right- of-Way;

(5) Materially obstruct the legal use of the Right-of-Way by the City, utility, or other third party;

(6) Fail to comply with Applicable Codes, including nationally recognized engineering standards for Utility Poles or Wireless Support Structures;

(7) Fail to comply with the reasonably objective and documented aesthetics of a Decorative Pole and the Applicant does not agree to pay to match the applicable decorative elements;

(8) Fail to comply with reasonable and nondiscriminatory undergrounding requirements contained in City ordinances as of January 1, 2018, or subsequently enacted for new developments, that require all utility facilities in the area to be placed underground and prohibit the installation of new or the modification of existing Utility Poles in a Right-of-Way without prior approval, provided that such requirements include a waiver or other process of addressing requests to install such Utility Poles and do not prohibit the replacement or modification of existing Utility Poles consistent with Applicable Law or the provision of Wireless Services; or

(g) Approval of an Application.

(1) The [City Engineer or other designated position] shall review each Application for a Permit and, upon determining that 1) the Applicant has submitted all necessary information; 2) there is no basis under Section 4(g) to deny the Application; and 3) the Applicant has paid the appropriate Fee, the [City Engineer or other designated position] shall issue the Permit.

(2) If the City approves an Application, the Applicant is authorized to:

a. Undertake the installation or Collocation which must be completed within one year of the permit issuance date unless the City and the Applicant agree to extend this period, or the Applicant notifies the City that the delay is caused by a lack of commercial power or communications transport facilities to the site.

b. Operate and maintain the Small Wireless Facilities and any associated Utility Pole covered by the Permit for a period of not less than ten years, which shall be renewed for equivalent durations so long as they are in compliance with the criteria listed in Subsection 4(f) of this [Ordinance].

(3) The City may approve a Permit subject to a reservation to reclaim space on the Utility Pole, when and if needed, to meet the Utility Pole owner's core utility purpose or a documented City plan projected at the time of the Application.

(h) No Application Required. No Application is required for:

(1) Routine maintenance on previously permitted Small Wireless Facilities;

(2) The replacement of Small Wireless Facilities with Small Wireless Facilities that are the same or smaller in size, weight, and height; or

(3) The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between Utility Poles in compliance with Applicable Codes.

A person performing the permitted acts under this Subsection may be required to provide the City with a description of any new equipment installed so that the City may maintain an accurate inventory of the Small Wireless Facilities at a particular location.

Sec. 106-164. Construction Standards:

(a) The construction, operation, maintenance, and repair of Small Wireless Facilities shall be in accordance with Applicable Codes and relevant City ordinances

pertaining to construction, operation, maintenance, and repair inside or outside the Right-of-Way.

(b) All Small Wireless Facilities shall be installed and located with due regard for minimizing interference with the public and with other users of a Right-of-Way, including the City.

(c) An Applicant shall not place Small Wireless Facilities where they will damage or interfere with the use or operation of previously installed facilities, or obstruct or hinder the various utilities serving the residents and businesses in the City of their use of any Right-of-Way.

(d) Any and all Rights-of-Way disturbed or damaged during the construction of Small Wireless Facilities shall be promptly repaired or replaced by the Applicant to its functional equivalence as existed before the disturbance or damage.

(e) Any Wireless Infrastructure Provider, contractor or subcontractor must be properly licensed under laws of the State and all applicable local ordinances.

(f) Each Wireless Infrastructure Provider, contractor or subcontractor shall have the same obligations with respect to its work as Wireless Services Provider would have hereunder and Applicable Law if the work were performed by the Wireless Services Provider. The Wireless Services Provider shall be responsible for ensuring that the work of Wireless Infrastructure Providers, contractors or subcontractors is performed consistent with their Permits and Applicable Law and shall be responsible for promptly correcting any acts or omissions by a Wireless Infrastructure Provider, contractor or subcontractor.

Sec. 106-165. Indemnity, Insurance, Performance Bonds:

(a) Indemnity.

(1) Wireless Providers shall indemnify and hold the City, its officers and employees harmless against any damage or personal injury caused by the negligence of the Wireless Provider or its employees, agents, or contractors.

(b) Insurance.

(1) As part of the Permit process, a Wireless Provider must provide proof of liability insurance coverage against any damage or personal injury caused by the negligence of the Wireless Provider or its employees, agents, or contractors. The Wireless Provider’s liability insurance policy must name the City or its officers and employees as additional insureds.

(2) In the alternative, a Wireless Provider must demonstrate that it has in effect a comparable self-insurance program.

(c) Performance Bond.

(1) As part of the Permit process, a Wireless Provider must post a performance bond of $1,500 per Small Wireless Facility. The total bond amount across all facilities cannot exceed $75,000.

(2) The purpose of the performance bond is to:

a. Provide for the removal of abandoned or improperly maintained Small Wireless Facilities, including those that the City determines need to be removed to protect public health, safety, or welfare;

b. Restore the Right-of-Way in connection with removals of Small Wireless Facilities from the Right-of-Way; and

c. Recoup rates or fees that have not been paid by a Wireless Provider in over twelve months, provided the Wireless Provider has been provided with reasonable notice form the City and has been given the opportunity to cure.

(3) Upon completion of the work associated with the Small Wireless Facilities covered by the performance bond to the satisfaction of the [City Engineer or other designated position], the [City Engineer or other designated position] shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established by the [City Engineer or other designated position] considering the nature of the work performed.

(4) Recovery by the City of any amounts under the performance bond or otherwise does not limit an Applicant's duty to indemnify the City in any way, nor shall such recovery relieve an Applicant of its obligations under a Permit or reduce the amounts owed to the City other than by the amounts recovered by the City under the performance bond, or in any respect prevent the City from exercising any other right or remedy it may have.

(d) Exemption

(1) Applicants that have at least twenty-five million dollars in assets in the State and do not have a history of permitting noncompliance within the City's jurisdiction shall be exempt from the insurance and bonding requirements otherwise required by this Section. The City may require an Applicant to provide proof by affidavit that its assets meet or exceed this requirement at the time of filing the Application.

Sec. 106-166. Miscellaneous Provisions:

(a) Compliance With Laws. Each Applicant shall comply with all applicable City ordinances, resolutions, rules and regulations heretofore and hereafter adopted or established, to the extent that they are consistent with state and federal law.

(b) Franchises Not Superseded. Nothing herein shall be deemed to relieve an Applicant of the provisions of an existing franchise, license or other agreement or permit.

(c) Rights and Remedies:

(1) The exercise of one remedy under this [Ordinance] shall not foreclose use of another, nor shall the exercise of a remedy or the payment of damages or penalties relieve an Applicant of its obligations to comply with its Permits.

Remedies may be used alone or in combination; in addition, the City may exercise any rights it has at law or equity.

(2) The City hereby reserves to itself the right to intervene in any suit, action or proceeding involving any provisions of this [Ordinance].

(3) No Applicant shall be relieved of its obligation to comply with any of the provisions of this [Ordinance] by reason of any failure of the City to enforce prompt compliance.

(d) Incorporation by Reference:

Any Permit granted pursuant to this [Ordinance] shall by implication include a provision that shall incorporate by reference this [Ordinance] into such Permit as fully as if copied therein verbatim.

(e) Calculation of Time:

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this [Ordinance] or any Permit, and a period of time is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.

(f) Severability:

If any term, condition, or provision of this [Ordinance] shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in Applicable Law so that the provision that has been held invalid is no longer invalid, said provisions shall there upon return to full force and effect without further action by the City and shall thereafter be binding on the Applicant and the City.

Sec.106-167. Annexation:

The provisions hereof shall specifically apply to any lands or property annexed as the date of such annexation.

Sec. 106-168. Relocation of Facilities.

Whenever, by reason of changes in the grade or widening of a street or in the location or manner of constructing a water pipe, drainage channel, sewer, or other City-owned underground or above ground structure, it is deemed necessary by the City, in the interest of public safety and convenience, to move, alter, or change the location of underground or above ground facilities of a Wireless Provider, the Wireless Provider shall relocate such facilities, on alternative Right-of-Way provided by the City, if available, upon adequate notice in writing by the City, without claim for reimbursement or damages against the City.

Sec. 106.169. Standards Applicable To City.

Any standards in this [Ordinance] relating to Small Wireless Facilities shall be fully applicable to work performed by the City and its departments.

Sec. 106-170. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplement or otherwise nullify any other ordinances of the City or requirements thereof, whether

or not relating to or in any manner connected with the subject written hereof, unless expressly provided otherwise herein or hereafter."

Section 2. The portions of this ordinance shall be severable. In the event that any portion of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions are valid, unless the court finds the valid portions of this ordinance are so essential and inseparably connected that it cannot be presumed that the City Council would not have enacted such provisions without the others.

Section 3. That this Ordinance shall be in full force and take effect from and after the date of its final passage by the City Council and approval by the Mayor.

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

_____

Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-612: authorizing the City of Joplin to enter into an agreement with the Missouri Department of Conservation, an agency of the State of Missouri, ("MDC"), and the National Audubon Society, Inc., a New York not-for-profit corporation, ("Audubon"), for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon; authorizing the City of Joplin to enter into an agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate.

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Parks

ATTACHMENTS
CB2019-612 Ordinance; Exhibit A: Termination of Assignment of Ground Lease and MOU; Exhibit B: Amendment to Ground Lease.

REVIEWED BY
Dept. Head: Paul Bloomberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City to enter into an agreement with MDC and Audubon for the purpose of terminating the assignment of ground lease and MOU between MDC and Audubon. This Council Bill further authorizes the City to enter into an agreement with MDC to amend the ground lease between the City and MDC for the purpose of reducing the leased real estate.

BACKGROUND
In 2003, the City, MDC, and Audubon agreed that Audubon would create and operate a nature center called the Wildcat Glades Conservation and Audubon Center. In 2005, the City entered into a ground lease with MDC for an approximately 58-acre portion of a property in the City of Joplin known as Wildcat Park. Also in 2005, MDC assigned the ground lease to Audubon. In 2011, the ground lease was amended to expand the leased real estate. In 2018, Audubon gave notice to MDC that it desired to terminate the assignment and MDC accepted said termination. The City's consent to termination of the assignment of ground lease and MOU is necessary to proceed.

MDC has agreed to continue to operate the nature center with the help of the Wildcat Glades Friends Group; however, a reduction in the leased real estate is necessary. The City will continue to operate Wildcat Park with the help of the Friends Group. Council Bill 2019-613 authorizes the City to enter into an MOU with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

TERMINATION OF ASSIGNMENT OF GROUND LEASE AND MOU

THIS AGREEMENT, effective as of June 30th, 2018, by and between the MISSOURI DEPARTMENT OF CONSERVATION, an agency of the State of Missouri ("MDC"); NATIONAL AUDUBON SOCIETY, INC., a New York not-for-profit corporation ("Audubon"); and the CITY OF JOPLIN, Missouri ("City").

WHEREAS, under a March 2003 Memorandum of Agreement ("MOU") between the City, MDC, and Audubon, the parties agreed, *inter alia*, that Audubon would create and run a nature center called the Wildcat Glades Conservation and Audubon Center ("Center");

WHEREAS, by an agreement dated May 1, 2005, the City entered into a Ground Lease with MDC for an approximately 58-acre portion of a property in the City of Joplin known as Wildcat Park ("Ground Lease");

WHEREAS, the Ground Lease contemplated MDC assigning the Ground Lease to Audubon and by an assignment agreement dated March 28, 2005, MDC did assign all its right, title and interest in and to the Ground Lease to Audubon ("Assignment"); and

WHEREAS, Audubon assumed and agreed to make all the payments and perform all the covenants and conditions of the lessee in the Ground Lease and agreed to be bound by such covenants and conditions as if Audubon were the original lessee; and

WHEREAS, the Ground Lease was amended January 3, 2011 to add additional land to the leased Premises but otherwise remained in effect as written; and

WHEREAS, on March 27, 2018, Audubon gave notice to MDC that it desired to terminate the Assignment effective June 30, 2018 and MDC accepted such termination; and

WHEREAS, the parties also wish to terminate the MOU and release Audubon from all obligations connected with the MOU, Ground Lease, Sublease, and any and all other documents relating to the Center and to terminate all rights, responsibilities and obligations relating to Audubon and MDC and to Audubon and the City with respect to the Center.

NOW THEREFORE, MDC, Audubon, and the City agree as follows:

1. The Assignment of the Ground Lease to Audubon is terminated and declared null and void. Audubon has no further rights or obligations under the Assignment. The City agrees with and consents to MDC's revocation of the Assignment.

2. The MOU is terminated and the parties waive any notice requirements set forth in the MOU.

3. An endowment account held by Audubon dedicated to Wildcat Glades shall be permanently transferred by Audubon to the Missouri Conservation Heritage Foundation to be held by the Heritage Foundation as an endowment dedicated to Wildcat Glades.

4. The parties release each other from all claims or causes of action related to or arising out of the Center or Wildcat Park, and the Ground Lease, Assignment, MOU, or related documents,

and hold each other harmless from all costs and expenses related to any such claims or causes of action asserted by any third person or entity thereto.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written.

MISSOURI DEPARTMENT OF CONSERVATION

By: _____

Name: _____
Title: _____

NATIONAL AUDUBON SOCIETY, INC.

By: _____

Mary Beth Henson
Vice President & Chief Financial Officer

CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Title: _____

Amendment to Ground Lease

THIS AMENDMENT, made and entered into this _____day of _____, 2019, by and between the City of Joplin, Missouri ("Landlord"), and the Missouri Department of Conservation ("Tenant").

WITNESSETH:

WHEREAS, a ground lease (the "Ground Lease") was entered into on May 1, 2005, between Landlord and Tenant; and

WHEREAS, the Ground Lease provided for the lease of approximately 58 acres by Landlord to Tenant; and

WHEREAS, with Landlord's consent dated June 23, 2005, Tenant assigned the Ground Lease to the National Audubon Society, Inc. ("Audubon"); and

WHEREAS, on March 27, 2018, Audubon and Tenant agreed to a termination of the assignment effective June 30, 2018, at which time Tenant will re-take possession of the leased premises; and

WHEREAS, Landlord and Tenant desire to amend the Ground Lease dated May 1, 2005, by reducing the leased acreage from approximately 58 acres to approximately 33.14 acres.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant agree to the above recitals and as follows:

1. Paragraphs 1.1 and 1.2 of the Ground Lease are hereby amended by changing the number of acres of real property being leased to Tenant by Landlord from approximately 58 acres to approximately 33.14 acres. The 33.14 acres are part of the 58 acres originally leased and shown in Exhibit A attached hereto. The parties acknowledge that the 33.14 acres have not been surveyed; however, Landlord agrees to do so if the parties deem a survey to be necessary at some point in the future.

(the rest of this page intentionally left blank)

"B"

2. The parties hereby adopt, ratify, and confirm the Ground Lease as it is hereby amended.

LANDLORD:

City of Joplin, Missouri

by:_____
Daniel Pekarek,
Interim City Manager

Attest:

_____
Barbara J. Gollhofer, City Clerk

Approved as to Form:

_____
Peter C. Edwards, City Attorney

TENANT:

Missouri Department of Conservation

by:_____
Sara Parker Pauley, Director

Approved as to Form:

_____
General Counsel

COUNCIL BILL NO. 2019-612 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Missouri Department of Conservation, an agency of the State of Missouri, ("MDC"), and the National Audubon Society, Inc., a New York not-for-profit corporation, ("Audubon"), for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon; authorizing the City of Joplin to enter into an agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin.

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

Section 1. That the agreement with MDC and Audubon for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit B," be and the same is hereby approved.

Section 3. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreements, or agreements in substantially similar form, by and on behalf of the City of Joplin.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-613: authorizing the City of Joplin to enter into a memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Parks

ATTACHMENTS
CB2019-613 Ordinance; Exhibit A: City-Friends Group MOU; MDC-Friends Group MOU.

REVIEWED BY
Dept. Head: Paul Bloomberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City to enter into an MOU with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

BACKGROUND
In 2003, the City, MDC, and Audubon agreed that Audubon would create and operate a nature center called the Wildcat Glades Conservation and Audubon Center. In 2005, the City entered into a ground lease with MDC for an approximately 58-acre portion of a property in the City of Joplin known as Wildcat Park. Also in 2005, MDC assigned the ground lease to Audubon. In 2011, the ground lease was amended to expand the leased real estate. In 2018, Audubon gave notice to MDC that it desired to terminate the assignment and MDC accepted said termination. Council Bill 2019-612 authorizes the City to enter into an agreement with MDC and Audubon for the purpose of terminating the assignment of ground lease and MOU between MDC and Audubon.

MDC has agreed to continue to operate the nature center with the help of the Friends Group. Please see the attached MOU between MDC and the Friends Group. The City will continue to operate Wildcat Park with the help of the Friends Group. This Council Bill authorizes the City to enter into an MOU with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (herein "MOU") is made on this _____ day of _____, 2019, by and between the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation (hereinafter referred to as "Friends"), and the City of Joplin, a Missouri Municipal Corporation (hereinafter referred to as "City").

WHEREAS, City owns Wildcat Park (hereinafter referred to as "Park"), a map of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Friends is a Missouri Nonprofit Corporation formed by citizens of the Joplin, MO area in early 2018; and

WHEREAS, Friends' purpose is "To protect the area known as Wildcat Park and the surrounding chert glade environment, habitat, and wildlife by promoting awareness and sustainability, providing education and recreation space and programs, and sponsoring nature-based activities."

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Friends and City agree as follows:

1. Responsibilities of Friends. Friends will assist City in maintaining and operating the Park, including but not limited to:

a. Friends will screen and train any volunteers. Furthermore, any volunteers will be required to sign a Volunteer Agreement, attached hereto and incorporated by reference as Exhibit B.

b. Trail Stewardship. Friends will assist City in the maintenance and operation of the

EXH. A

trail system including but not limited to maintaining the path and adjacent landscaping (approximately two (2) feet on either side of the trail) where it is reasonably practical and safe to do so, and keeping the same clear of obstruction, such as trash, vegetation, etc. Friends will immediately notify the City of any dangerous condition on the trail and will not attempt to remedy the same.

c. Water Festival. Friends has agreed to assume primary responsibility for the Water Festival, which is an event held in early August and provides educational and recreational activities for the public. Friends and City agree to make a good faith effort to work together to assure the safety of the attendees and the success of the event.

d. Pavilion. Friends agrees to maintain the pavilion, including cleaning and removal of recycling and trash. Friends is permitted to rent the pavilion for a reasonable amount in order to cover the costs associated with these responsibilities.

e. Ball Fields. Friends and City agree to make a good faith effort to work together to facilitate future events and programming in the park area currently occupied by the ball fields.

2. Responsibilities of City. City will bear primary responsibility in maintaining and operating the Park.

3. Term. The term of this MOU shall be for a period of one (1) year from the date hereof. This MOU shall automatically renew for up to four (4) successive one (1) year terms upon the same terms, covenants, and conditions as herein specified.

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

Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. Friends agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising from Friends' activities at or in any way related to the Park.

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

6. Termination. Either party may terminate this MOU at any time by giving ninety (90) days' written notice to the other party.

7. Notices. All notices, requests, and demands to or upon the parties of the MOU shall be deemed to have been given or made when delivered by hand or via certified mail addressed as follows or to other such addresses as may be hereafter designated in writing:

City: City of Joplin
602 S. Main St.
Joplin, MO 64801

Friends: Wildcat Glades Friends Group
P.O. Box 3063
Joplin, MO 64803

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

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

10. Choice of Law. This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri, and venue for

litigation between the parties shall be solely and exclusively in the Circuit Court of Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

11. Compliance with the Law. Friends agrees to comply with all applicable laws in connection with the performance of this MOU.

12. Severability: The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of Joplin, Missouri

By: _____
Daniel Pekarek, Interim City Manager

ATTEST:

By: _____
Barbara J. Gollhofer, City Clerk

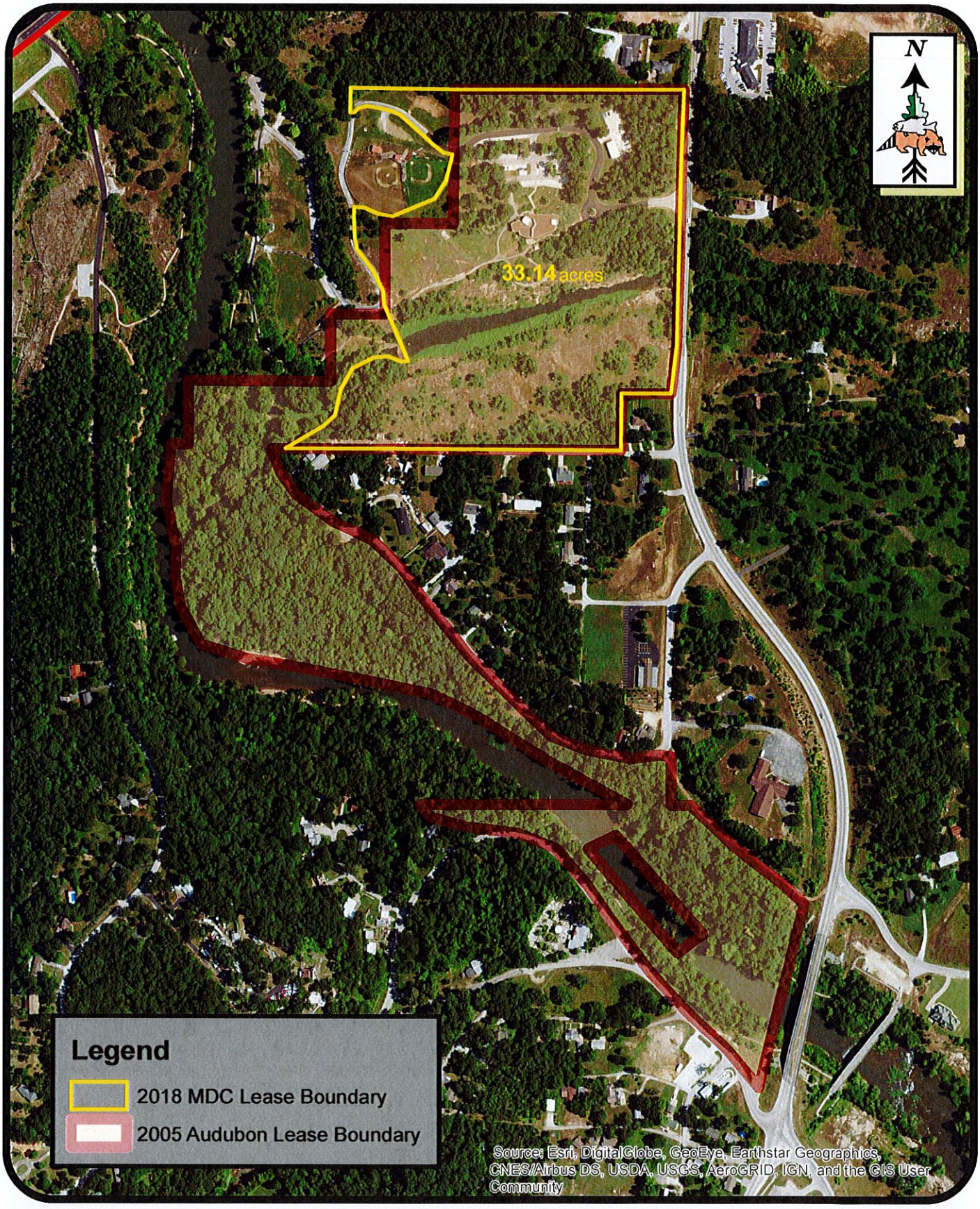
Wildcat Glades Friends Group

By: _____
(Print)
(Title)

ATTEST:

By: _____
(Print)
(Title)

Lease Boundary Map



0 0.05 0.1 0.2 Miles

EXH A

Volunteer Service Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between _____, hereinafter referred to as "Volunteer", and Wildcat Glades Friends Group, a Missouri Nonprofit Corporation, hereinafter referred to as "Friends Group".

W I T N E S S E T H

WHEREAS, Volunteer desires to provide certain services to Friends Group; and

WHEREAS, Friends Group desires to receive certain services from Volunteer

NOW THEREFORE, in exchange for no consideration except for the opportunity to satisfactorily complete assignments for personal achievement and betterment, Volunteer and Friends Group agree as follows:

1. Volunteer hereby waives any rights he or she may have to compensation for the services performed and any other compensation or remuneration from Friends Group such as overtime, deferred compensation, unemployment compensation, sick leave, vacation, and insurance.

2. Volunteer acknowledges and agrees that the opportunity to volunteer is sufficient consideration for all such volunteer services provided to Friends Group and that the primary benefit of said Volunteer's service is to Volunteer and not to Friends Group.

3. Volunteer shall comply with all lawful directions from his or her supervisor and shall be required to follow all policies of the Friends Group, including but not limited to employment and nondiscrimination policies, and acknowledges and agrees that each party may terminate the relationship, without cause, at any time.

4. Volunteer acknowledges and agrees that he or she is not an employee or independent contractor. Volunteer is only a volunteer.

5. Volunteer acknowledges and agrees that Friends Group may release Volunteer from his or her service at any time, for any reason, with or without notice.

6. Volunteer acknowledges and agrees, and does hereby recognize and assume all risks pertaining to Volunteer's activities with the Friends Group wheresoever located, and does further release himself or herself, his or her heirs, dependents, and assigns, the Friends Group, its officers, employees, contractors, and subcontractors from any and all liability whatsoever for injuries (including death), damages, and claims that may arise out of his or her volunteer service.

"Volunteer" "Friends Group"

_____ _____

EXH B

COUNCIL BILL NO. 2019-613 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin.

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

Section 1. That the memorandum of understanding with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COOPERATIVE AGREEMENT
BY AND BETWEEN
MISSOURI DEPARTMENT OF CONSERVATION
AND
WILDCAT GLADES FRIENDS GROUP

I. PURPOSE OF COOPERATIVE AGREEMENT

This Cooperative Agreement is entered into between the Missouri Department of Conservation (Department) and Wildcat Glades Friends Group(WGFG), a Missouri nonprofit corporation in good standing whose mission includes promoting awareness, providing education, and sponsoring nature-based activities primarily focused on the Shoal Creek area and its unique chert glades. It is mutually beneficial for the Department and WGFG to promote conservation education and experiences at the Shoal Creek Conservation Education Center (Conservation Center).

II. MEASURABLE OUTCOMES

A. WGFG

1. Will promote and support conservation education and experiences at the Conservation Center by
   - Operating and staffing the gift shop at the Conservation Center and using the net proceeds from sales to further educational programs and experiences at the Conservation Center.
   - Conducting conservation related programs at the Conservation Center that shall be agreed upon, each quarter, by both parties, in conjunction with a special or partner event at no charge to participants.

B. THE DEPARTMENT

1. Will provide one office and the gift shop space at the Conservation Center for WGFG under the terms and conditions provided in this Agreement.

2. Will allow the WGFG to use the Conservation Center for approved programs; however, the Department will have priority regarding such use. The WGFG will work with the Conservation Center manager to schedule use of the Conservation Center.

III. MEASURABLE DELIVERABLES

WGFG will provide documentation of the MEASURABLE OUTCOMES (described above) and all other accomplishments realized as a result of this arrangement, according to the schedule described in the REPORTING REQUIREMENTS section of this agreement. The report shall also include other measurable outcomes or project benefits that may not be specifically described above.

IV. USE

WGFG agrees that the designated office space and gift shop provided inside the Conservation Center will be used by the occupant as an office and gift shop, subject to any rules or policies that would normally apply to Department staff located at this facility.

V. RIGHT OF ENTRY

The Department shall, at all times, have the right of entry to the designated space and every part thereof for the purpose of inspecting, performing maintenance, routine cleaning. The Department recognizes the Friends Group will have office furniture (cabinets and filing cabinets) that are locked to protect the privacy of the organization, its volunteers and constituents. The Department does not require access to such office equipment.

VI. OFFICE FURNISHINGS AND EQUIPMENT

A. THE DEPARTMENT

1. Will provide basic support in the form of a desk or similar workspace, chair, telephone, and mail box for receiving incoming mail. The Department will not provide any direct clerical support.
2. Provide support for the two wired network cables within the building: One to the computer used for the point of sale system and one to the Friends Group office computer.
   a. Requests for support must be made to the MDC IT Help Desk.
   b. If on-site assistance is required, MDC-IT will make best effort to respond within two business days.
3. Provide power for the WGFG network switch and internet provider equipment.
4. Keep the WGFG network and connection to the internet separate from the MDC network.
5. Provide indoor access to the internet provider and contractors as required to work on the WGFG network and internet connection.

B. WGFG

1. Pay for any installation and repair charges for two wired network cables within the building: One to the computer used for the point of sale system and one to the Friends Group office computer.
2. Provide or pay for one network switch, including installation, support, and replacement costs.
3. Pay for its own wired internet provider service directly, including any installation charges.
4. Serve as the sole contact for billing and support with the internet provider.
5. Provide all support for its own hardware and software, including the network switch, computers, and any cyber security systems.

VII. COST

The Department will provide the space and support described herein at an annual cost to WGFG of seventeen dollars and fifty cents ($17.50) per square foot of office space. Space covered in this agreement is 583 square feet for a total annual cost of $10,202.50 for the term of this agreement; however, this provision will be reviewed and negotiated when, and if, this agreement is renewed. Monthly payments in the amount of eight-hundred and fifty dollars and twenty-cents ($850.20) will be made to the Department by the end of each month.

VIII. RIGHT TO CONDUCT BUSINESS

WGFG shall have the right to conduct and operate the gift shop to include selling Department produced materials and conservation related material and or products and permits. In connection therewith, the WGFG agrees to:

1. Honor the Heritage/Permit Card discount to customers on all qualifying Department materials. The Department reserves the right to deny the WGFG from selling any merchandise that is inconsistent with the Department's mission or otherwise deemed inappropriate by the Department.
2. Purchase Department produced materials, other than permits, from the Department at resale vendor list price, the WGFG may determine the retail price of the items, other than permits.
3. Maintain or cause to be maintained at its expense commercial general liability insurance against negligent acts, errors or omissions of WGFG directors, officers, employees, volunteers and agents. The Conservation Commission and Department of Conservation shall be named as additional insureds. Any insurance policy required as specified in this section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:
    a. **General Liability:** Not less than **$500,000** for any one person in a single accident or occurrence, and not less than **$3,000,000** for all claims arising out of a single occurrence;
4. Establish itself as a permit issuing agent and sell state hunting, fishing and trapping permits in accordance with the provisions of the Section 3 CSR 10-5.225.
    a. Keep the gift shop open during regular business hours of the Conservation Center.
5. Use the net proceeds from the sales of merchandise in the gift shop to further educational programs and experiences at the Conservation Center
6. To keep the gift shop neat and orderly.
7. That the Department shall approve any signs, literature or advertising posted in the gift shop.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IX. PARTIES AND CONTACTS

WILDCAT GLADES FRIENDS GROUP
Steve Gaarder
P.O. Box 3063
Joplin, MO 64803-3063
417-483-1543
steve@wildcatglades.org

MISSOURI DEPARTMENT OF CONSERVATION
Kevin Badgley
Interpretive Center Manager
201 West Riviera Dr.
Suite B
Joplin, MO 64804
417-629-3423
Kevin.Badgley@mdc.mo.gov

X. AGREEMENT PERIOD

This Cooperative Agreement shall be in effect on the opening day of the Education Center through June 30, 2019, and may be renewed for four (4) one-year periods. If the Department decides to not renew the agreement, notice of sixty days will be provided to the Friends Group.

XI. FUNDING AMOUNT AND SOURCES

There are no funds associated with this project.

XII. REPORTING REQUIREMENTS

WGFG will submit written reports to the Department on or before June 30, 2019, for activities accomplished and the volunteer hours and/or other resources committed, including annual sales data for the gift shop. The reports will include the status of the activities and the completion dates for all agreement activities. All reports shall be sent electronically to the Department Contact listed in Section IX of this agreement.

XIII. OWNERSHIP

WGFG will retain ownership of any equipment and merchandise purchased by WGFG necessary to achieve the MEASURABLE OUTCOMES listed in this agreement and as well as any equipment and merchandise purchased for any other purpose.

XIV. MONITORING REQUIREMENTS

The designated Department Contact (listed in Section IX) will monitor the agreement conditions and required reports from WGFG.

XV. AMENDMENTS TO THIS AGREEMENT

Changes to this Cooperative Agreement must be approved in advance by the Department and WGFG Contacts listed in Section IX of this agreement or their successors.

XVI. TERMINATION

Either party may terminate this Cooperative Agreement, in whole or in part when it is determined, after a joint meeting of the parties, that there has been failure to comply with any of the conditions of this agreement. After such meeting, any party shall notify the other party, in writing, of any remaining problems and give thirty (30) days for the other party to initiate corrective action. If, after the 30-day period, the corrective changes are insufficient, the terminating party shall promptly notify the other party, in writing, of the termination, reasons for termination, and the effective date for termination. Upon termination, WGFG will have 30 days to remove all items from the Education Center. Any items remaining after 30 days will be forfeited to the Department.

XVII. APPLICABLE LAWS AND REGULATIONS/HOLD HARMLESS/ INDEMNIFICATION

WGFG shall comply with all local, state, and federal laws and regulations related to the performance of this agreement to the extent that the same may be applicable to the entity.

WGFG will indemnify, defend, and hold harmless the Conservation Commission, Department of Conservation and its employees, agents, contractors, and subcontractors in all claims of personal or property damage resulting from the actions or omissions of WGFG officers, directors, employees, volunteers, or agents or any other claims arising out of the activities authorized by this agreement.

In Witness Whereof, the parties have executed this agreement.

MISSOURI DEPARTMENT OF CONSERVATION

By: _____ Date _____
Jeff Cockerham, Division Chief
Outreach & Education

Approved as to form only by
General Counsel

_____

WILDCAT GLADES FRIENDS GROUP

By: _____ Date _____
Steve Gaarder