JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 15, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Joplin Regional Alliance For Healthcare Update

      Documents:

      JRAH PROPOSAL UPDATED.PDF

   2. Allo Update

   3. Jasper County Radio Update

   4. Review Draft Memorial Hall RFQ

      Documents:

      2024 RFQ 18 VETERANS MEMORIAL PARK.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Timothy Buckles Requested To Speak About Animal Welfare, Loose Or Abandoned Animals; Local Shelter Capacity. Plan For The Future.

   2. Cavanaugh Studyvin Requested To Speak Regarding The Economic Security Corporation's Community Action Ride System (CARS)

7. **Public Hearings**

7. Public Hearings

1. Public Hearing Procedures

Documents:

PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2024-507
AN ORDINANCE approving a Petition to Terminate the Northpark Lane Community Improvement District.

Documents:

CB 2024-507 SUMMARY PETITION TO TERMINATE NORTHPARK LANE CID.PDF
CB 2024-507 PETITION TO TERMINATE NORTHPARK LANE CID ORDINANCE.PDF
CB 2024-507 EXHIBIT A PETITION TO TERMINATE NORTHPARK LANE CID.PDF

3. CASE NO. 027-24
A request to declare property a surplus, property as described below and located at 1201 S Byers Ave, in the City of Joplin, Jasper County, Missouri. (Requested by City of Joplin. Planning and Zoning Commission recommended approval).

Documents:

CASE 027-24 SUMMARY SHEET .PDF
24-027REPORT.PDF
24-027MAP.PDF
027MINUTES.PDF

8. **Consent Agenda**

1. Minutes Of The July 1, 2024, Joplin City Council Meeting

Documents:

JULY 1, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-128
AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-128.PDF

3. COUNCIL BILL NO. 2024-273
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 302 S McKinley Ave.

   Documents:

   CB2024-273.PDF

9. Resolutions

10. Ordinances - Emergency

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-275
   AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with ALLO Communications LLC, a Nebraska limited liability company, for the purpose of leasing a certain land in the area commonly known as 1301 W 2nd Street, Joplin MO to ALLO Communications LLC to use the premises for a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2024-275 SUMMARY.PDF
   CB 2024-275 AGREEMENT.PDF
   CB 2024-275.PDF

2. COUNCIL BILL NO. 2024-276
   AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with ALLO Communications LLC, a Nebraska limited liability company, for the purpose of leasing a certain land in the area commonly known as 2749 E 30th Street, Joplin MO to ALLO Communications LLC to use the premises for a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2024-276 SUMMARY.PDF
   CB 2024-276 AGREEMENT.PDF
   CB 2024-276.PDF

12. Ordinances - Second Reading And Third Reading

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 1:26 PM on this 11th day of July 2024 (RSMo 610.020)



Joplin Regional Alliance for Healthcare

July 15, 2024

Issues to Address:

- Strengthening Joplin's major industries and education providers
- Improve health outcomes and service capacities
- Meet the demands of a growing community
- Contribute towards a proactive economic development strategy

Strategic Priorities:

Strategy Focus	Description
1. Education for Healthcare and Health Science Careers	**Aligning educational institutions and their offerings with the types of jobs available in the region's healthcare and health sciences workforce.** The signature higher education assets of the region need to be better aligned with the sustained demands of the regional healthcare system for skilled workers. This presents opportunities to enhance economic development along multiple pathways, including growing the existing higher education businesses as an economic driver, reducing personnel acquisition and retention costs across the healthcare system, improving the quality of healthcare services and their productivity, and helping to assure the region educates the necessary personnel to advance digital healthcare and other fast-moving opportunity spaces.
2. Research, Innovation and Business Development	**Developing research and development, innovation, and business development opportunities based on pre-existing and evolving healthcare and higher education assets.** Joplin may leverage its distinctive higher education (especially KCU and MSSU), healthcare, and business assets to build a presence in selected R&D and business innovation opportunities. Emerging technologies in healthcare present multiple pathways for new business development and expansion, especially, but not limited to, the rapidly developing digital health space. As expertise in research builds, this may also become an attractor for existing businesses to consider a Joplin region location.
3. Advanced Healthcare Delivery	**Advancing healthcare delivery to meet the region's unique community health challenges and increase workforce availability and productivity.** The healthcare delivery system within the region may become a leader in the development of an advanced healthcare delivery model that integrates technology, innovation, and new workforce skills to build an expanding position in digital health (Healthcare 4.0). This strategy leverages emerging technologies to significantly improve regional healthcare access and outcomes via the use of telemedicine, medical IoT, remote patient monitoring, emerging AI solutions, and other technologies and innovative approaches to care suited to enhancing healthcare in rural and small community settings. Through enhancements to the healthcare system, this strategy will have the additional benefit of increasing patient access to care and overall community health, thereby promoting increased workforce participation and productivity levels across the economy and boosting GDP.

Desired Outcomes:

Healthier and more productive population	More attractive clinical services	More cost-effective health delivery	Workforce and human capital improvements	New business opportunities
• More proactive responsive community care • Improved community access to care • Fewer productive days lost to illness or care giving	• Improved clinical quality • Attraction of out-of-state/area patient revenues • Reduced leakage of local patients • Care delivery innovations generating commercialization opportunities	• Healthcare cost savings and reduced inefficiencies • Site optimization and demand management • Improved management of chronic disease • Reinvestment (gain share) back into community and economy	• Reduced workforce turnovers and gaps • Increased career opportunities and reduced leakage of educated population • Attraction of skilled personnel • Improved environment for existing employers	• Digital health/ technology opportunities • Connectivity/ collaborations across innovation engines to generate commercialization opportunities and business expansions. • Industry attraction for adjacent health sectors (e.g. Life Sciences)

Opportunities Link to Three Strategic Objectives

1. Education for Healthcare and Health Science Careers



Better align the signature higher education assets of the region with the sustained demands of the regional healthcare system for skilled workers. This presents opportunities to enhance economic development along multiple pathways, including growing the existing higher education cluster as an economic driver, reducing personnel acquisition and retention costs across the healthcare system, improving quality of healthcare services and their productivity, and helping to assure the region educates the necessary personnel to advance digital healthcare and other fast moving opportunity spaces.

2. Research, Innovation & Business Development



Leverage distinctive higher education, healthcare, and business assets to build a presence in selected R&D and business innovation opportunities. Emerging technologies in healthcare present multiple pathways for new business development and business expansion, especially, but not limited to, the rapidly developing digital health space. As expertise in research spaces builds, this may also become an attractor for existing businesses to consider a Joplin region location.

3. Advanced Healthcare Delivery



The healthcare delivery system within the region should become a leader in the development of an advanced healthcare delivery model, that integrates technology, innovation, and new workforce skills, to build an expanding position in digital health (Healthcare 4.0). This strategy seeks to improve regional healthcare access and outcomes via the use of emerging technologies. Through enhancements to the healthcare system, this strategy will have the additional benefit of increasing patient access to care and overall community health, thereby promoting increased workforce participation and productivity levels across the economy.

The three strategies include 17 detailed actions.

Strategy 1 Education for Healthcare and Health Science Careers	Strategy 2 Research, Innovation, and Business Development	Strategy 3 Advanced Healthcare Delivery
Action 1.1: **Expand higher education programs and enrollments to meet anticipated regional health system needs.** Anticipate at least a 2x output of students with focus on nursing, allied health, and emerging digital health fields.	Action 2.1: **Build a presence in 3-4 selected areas of research:** • Digital Health Solutions • Population and Community Health • Medical Devices and Equipment • Health EdTech	Action 3.1: **Primary and Community Care Delivery Network expansion and coordination.** Increase primary and family care networks in the community including addressing physician gaps, patient navigation, and financial assistance.
Action 1.2: **Extend and integrate regional articulation across K-12/CC/Univ systems.** Build and expand the high school caps programs, creating clear articulation pipelines across strategic career pathways.	Action 2.2: **Seek to establish a signature longitudinal health study connected to regional health improvement and digital health.** Establish as a multi-state regional study, to engage with NW Arkansas interests in health community innovations.	Action 3.2: **Become an early adopter of telehealth and digital health solutions.** Expand use of telehealth, remote patient monitoring, and similar patient-facing digital technologies to significantly improve health service access. Enhance broadband and transportation access to serve the needs of remote and disadvantaged populations.
Action 1.3: **Connect higher education degree programs to emerging signature research platforms and encourage student research engagement.** Encourage both undergraduate and graduate student research engagement.	Action 2.3: **Establish a small support stipend program for innovative post-docs to advance promising technologies.** Innovative ideas can be imported by offering supported positions (perhaps joint between hospitals and universities) for those with interesting, vetted concepts in signature research areas.	Action 3.3: **Develop shared data architectures and resources to capture and analyze clinical and population health data.** Leverage and integrate Telehealth, patient-facing digital health and EMR data to seed research and innovation. Consider the launch of patient gene sequencing to build a shared resource for research and clinical care advancement.
Action 1.4: **Explore collaborative program delivery across regional institutions to leverage faculty and scarce resources.** Many new areas of education are multidisciplinary, engaging computer and data sciences, engineering, biosciences, and other disciplines. Skills may exist across institutions to build novel programs.	Action 2.4: **Establish pre-seed fund to help advance IP commercialization and maximize connection building to MO funders and existing support programs.** Seek to establish a moderate $1-2 million pre-seed fund able to provide up to $50,000 seed investments in promising concepts.	Action 3.4: **Implement caregiver support technologies and workforce management systems.** Adopt technologies to improve workforce efficiency, clinical decision making, workforce skills development, and labor productivity. This may include integration of AI-based solutions.
Action 1.5: **Expand opportunities for internships and other employer-student connectivity building activities.** Seek to maximize the retention of regionally educated students by building early career connections with local employers.	Action 2.5: **Assure availability of incubator space and accelerator/mentor services.** Assure budding entrepreneurs have access to space and support to advance early-stage commercial concepts.	Action 3.5:**Care Model Innovation.** Joint initiative to design, pilot, and implement changes to health roles and delivery models (new roles, flexible scheduling, remote workforce, shared employees/pool/agency). This may include integration of AI-based solutions.
Action 1.6: **Form a series of certificate programs, or stackable credential programs, designed for continuing education in fast moving health tech fields.** Such as cybersecurity, telemedicine, analytics, wearable systems		Action 3.6: **Healthy Community Coalition.** Joint coalition (delivery system, business, government) promoting and funding healthy community initiatives in schools, businesses, and the broader community.

Request:

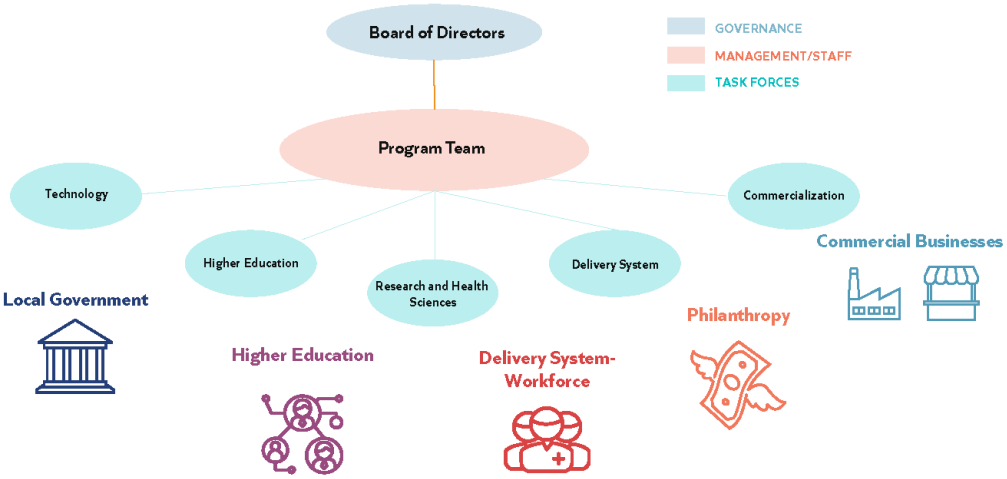
- The JRAH is seeking a 5 year commitment and funding of $50,000 per year to advance strategic priorities.



Request:

- The City contribution is matched by partnering organizations
- The Joplin Chamber of Commerce is the coordinating entity with staff resources to be located at the Chamber
- If supported, a Public Service Agreement would be drafted and presented to the City Council during the budget process

Figure 23: Organization Model for Joplin Regional Alliance for Healthcare and Health Sciences



The Why:

Figure 24: Shared Investments and Shared Benefits



Higher Education

Bring to:
- Resources/expertise
- Technology
- Funding
- Training

Take away:
- Higher enrollment
- Research platform
- Commercialization

Local Businesses

Bring to:
- Workforce needs
- Awareness with employees

Take away:
- More productive workforce
- Commercialization

Community Members

Bring to:
- Attention, awareness, participation
- Commitment to healthy lifestyles

Take away:
- Better health
- Better economic opportunity
- More attractive community

Delivery System

Bring to:
- Resources/expertise
- Technology
- Training space/environment
- Funding

Take away:
- More patient volume
- Less chronic disease
- Research platform
- Commercialization

Local Government

Bring to:
- Coordination
- Regulatory easement
- Built Infrastructure
- Funding/tax abatements

Take away:
- Diverse business environment
- Higher tax base/fiscal efficiency

Questions?



NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST NO. 2024-RFQ-18

VETERAN'S MEMORIAL PARK

RFQ Due Date: 10:00 A.M., September 9th, 2024

Location: City of Joplin
City Hall, 2nd Floor
602 South Main Street
Joplin, MO 64801

Staff: Tony Robyn, Assistant City Manager
Email: trobyn@joplinmo.org

Phone: 417-624-0820 x1203

Proposals will be received by the City Manager's Office at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Qualifications number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

August 5, 2024
Issue Date

CITY OF JOPLIN, MISSOURI

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and demolition and construction administration services for a new Veteran's Memorial Park, located at 212 W 8th St, Joplin, MO 64801 in Joplin. The property is in the heart of downtown Joplin owned by the City of Joplin.

For nearly 100 years, Memorial Hall has played a dynamic role in our community. It was built in 1925 as a war veteran memorial to honor the men and women who gave their lives for our freedoms. It has served as the mainstay to welcome home our soldiers and provided a gathering place for Veteran's' activities, their associations, and meetings. Through the years, citizens attended concerts, plays, sporting events and community programs. With such a wide history of activity, it holds many memories for the community and region.

Unfortunately, this 95-year-old building has fallen in disrepair and needs to be demolished. Two recent analyses conducted by SFS Architecture in 2021 and 2024 revealed multiple fatal flaws in the original building structure and construction renovations, failed roofing support systems and foundations, along with various environmental hazards from decades of moisture intrusion and building settling.

Memorial Hall has served as a meeting and event space for our local Veterans of Foreign Wars. Its importance as a central community gathering pace cannot be understated. Any future designs should incorporate opportunities for future related activities and events. In most recent years, utilization of Memorial Hall devolved with new larger and more modern venues opening at several area casinos and venues offering concerts and other productions once hosted in Joplin. Joplin Schools included a performing arts center to seat nearly 1,200 people when it rebuilt in 2014. In 2022, Connect 2 Culture opened the Harry M. Cornell Arts & Entertainment Complex adjacent to and just north of Memorial Hall. The Cornell Complex offers a 450-seat performance hall and other amenities. With these additions in our community, it is time for the City to take a fresh look at the site of Memorial Hall and site to better serve our community.

In June of 2024, the Joplin City Council recommended the building be demolished and the site be developed as the Joplin Veteran's Memorial Park. Given its history, the building holds significant war memorials and related artifacts to be preserved and incorporated into the future park. The building itself is a memorial and we expect some architectural design features may be retained or incorporated into the design and future park if possible. Strategies and methods for educating on and incorporating the history and significance of the site should be included in this design.

The City is soliciting proposals on what could be done with this site and property after the removal of Memorial Hall. We expect deep engagement with the community during the process. This selected firm will lead a team of city and community leaders to perform a building memorials preservation and assessment, seek community feedback and guidance, evaluate a variety of design options based on the feedback received, and provide a cost estimate for the recommended future use of the site as a park worthy of the history and prominence of the site in the downtown Joplin area. This design should consider previous assessments. Previous SFS Architecture Memorial Hall Analyses were completed which identifies key issues and components to be removed and retained for the park.

In addition to new ideas and concepts, the new park is expected to:

- Showcase recovered artifacts and war memorials of the existing building
- Utilize architectural elements recovered to incorporate into the park features and design
- Benches and/or seating structures and areas for reflection and outdoors enjoyment
- Low maintenance and attractive landscaping features
- Parking to accommodate visitors
- Consideration of defined entrance and exit area(s)
- Given site holds electrical, water, and sanitary utilities, explore how these could be utilized for drinking fountains, restrooms, landscape maintenance, lighting, and security needs, and other activities and events.
- Be a significant addition and attraction to downtown, with a high level of beautification and architectural design.

REQUEST FOR QUALIFICATIONS

Qualified firms interested in providing professional design services for the new park should submit qualifications according to the specifications below. Interested firms shall be licensed design firms in the State of Missouri.

Deadline
Sealed proposals are due (must be *received*) by (**September 9, 2024, at 10:00am Central Time**) to the City at the address above. One (1) original and (2) complete copies of the submission is to be mailed and delivered in a sealed envelope clearly marked with "Joplin Veteran's Memorial Park RFQ" on the outside of the package. Late submissions will not be accepted.

Contact Person
Inquiries regarding this RFQ can be directed to the person listed on the front page. Inquiry must be submitted via email no later than (August 26, 2024).

SCOPE OF SERVICES

The selected firm will work with the City and selected representatives on completion of the project, which will include the following traditional project delivery method services below. Construction management and design-build delivery methods may be considered. The selected firm should expect a high level of citizen and stakeholder engagement.

A. Preliminary Design
- **a.** Facilitate project kickoff meetings with city leaders and community to understand and confirm expectations, including but not limited to features, amenities, future uses, accessibility, surfacing, utilities, site constraints, required permits, and project timeline.
- **b.** Confirm and/or refine developed concepts, site plans, and projected costs.

B. Schematic Design
- **a.** Site plan: A drawing of the project's location, including site features and park orientation, site improvements, and necessary utilities
- **b.** Park space layout and intended uses
- **c.** Elevations: Elevations of the site and features
- **d.** Site systems: Descriptions of the site's structural, water, sewer/plumbing, and electrical and lighting systems
- **e.** Exterior finishes and materials: Details about the park materials and finishes
- **f.** Schematic drawings: Structural, mechanical, plumbing, and electrical schematic drawings, or narratives
- **g.** 3D models: Simple 3D models that can be used to represent the scale and layout of different spaces

C. Design Development
- **a.** Provide more detailed drawings of the schematic design and begins to determine the materials, systems, and equipment.
- **b.** Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
- **c.** Prepare full and complete plans, specifications, and construction documents for bidding.

D. Bidding

- **a.** Assist with bidding and award process.
- **b.** Reviews and assist with selecting a contractor.

E. Demolition and Construction Administration

- **a.** Attend meetings, including
  - **i.** Pre-construction
  - **ii.** Progress meetings
  - **iii.** Substantial, final, and warranty walk-throughs
- **b.** Construction Administration
  - **i.** Submittals and shop drawings
  - **ii.** Requests for information
  - **iii.** Pay applications
  - **iv.** Change order requests

c. Construction Site Visits
    i. Inspection throughout construction with periodic site visits
    ii. Inspect critical or milestone components
d. Regular in-person City Council updates on progress

PROPOSAL SUBMISSION REQUIREMENTS

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

Company Profile
Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

Organizational Structure
Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes
Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Experience and Qualifications
Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFQ.

References
Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFQ. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

PROJECT SCHEDULE

The City anticipates that the following timetable will apply to this RFQ. The dates following the August 5, 2024 RFQ issue date are subject to change:

Activity	Date
RFQ issued	August 5, 2024
RFQ Due Date	September 9, 2024
Finalist Interviews (if required)	September 23-25, 2024
Vendor Selection	September 30, 2024
Present Contract to Council for Approval (First Reading)	October 21, 2024
Start Project design	December 2, 2024
Project Design Completion	Summer/early Fall 2025

Addenda to the RFQ and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ.

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than August 26, 2024 via e-mail to trobyn@joplinmo.org, to Tony Robyn (Attn: Veteran's Memorial Park RFQ), City of Joplin, 602, South Main Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFQ, the Consultant is requested to contact the point of contact, at the above address.

PROPOSAL EVALUATION AND SELECTION

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFQ, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFQ. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFQ.

Evaluation of vendor proposals will be based on the following criteria:

40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.

35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

15% References – will be based on references submitted as part of RFQ but can include clients not submitted.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Responsibility for Costs
The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFQ. The City assumes no contractual or other obligations as a result of the issuance of this RFQ, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

Contract Terms and Conditions
The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFQ and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFQ, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFQ. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFQ, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits
The following exhibits are referenced in this RFQ, incorporated into and made a part of this RFQ:

A. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions
The following terms and conditions apply to submitting proposals in response to this\Request for Qualification:

Interviews
The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

Request for Additional Information
The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals
The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding
All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification
By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract
The agreement resulting from this RFQ shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals
Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness
All information required by the Request for Qualifications must be supplied to constitute A legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFQ does not affect this right.

Execution of Agreement
It is anticipated the City will make their selection of a firm by August 7, 2023. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Proposal Due Date
Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than **10:00 a.m. September 9, 2024**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
TONY ROBYN
Assistant City Manager
602 South Main STREET, 2nd Floor
JOPLIN, MO 64802
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL– "#2024-RFP-18: Veteran's Memorial Park, 10:00 AM; Monday, September 9, 2024"

Amendments
If it becomes necessary to revise or amend any part of this Request for Qualification, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Qualification.

Proposal Evaluation Process
The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the City.

The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a proposal.

Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY

CITY OF JOPLIN
TONY ROBYN
Assistant City Manager
602 South Main STREET
JOPLIN, MO 64802

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____day of _____, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in **Request for Proposal #2024-RFP-18** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated July 8, 2024 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall

not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an Independent Consultant and not the City's employee for all purposes, including but not limited to, the application of

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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 2012 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 2024-507 – Approving the Termination of the Northpark Lane Community Improvement District (CID)

MEETING DATE
July 15, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-507 Ordinance; Exhibit "A" Petition to Terminate Northpark Lane Community Improvement District

REVIEWED BY
Department Head: Leslie Haase; Director of Community Development & Neighborhood Improvements: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the termination of the Northpark Lane Community Improvement District (CID).

BACKGROUND
In June of 2014, the Northpark Mall owners submitted a petition to the City to form a community improvement district (CID) in order to make $10 million in improvements to the mall property. This was the first Community Improvement District in Joplin. A CID is a commonly used financing tool to fund public improvements. This District was a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. Additionally, the City appointed an ex-officio representative to attend meetings of the Board.

The District added a 1% sales tax within the district to fund the improvements, which was for the installation of new parking lot lighting, the demolition and construction of the existing parking lot, construction of a portion of a walking trail which connected with the trail from MSSU to the mall, and landscaping enhancements. The CID issued bonds in order to make the improvements at the onset. The bonds were not an obligation of the City of Joplin. When formed, the additional sales tax was required to end at the ***earlier*** of the repayment of the debt or twenty years from the effective date.

In 2018, bonds were issued and sold to reimburse the mall owner for the cost of the completion of the CID project. Approximately ten years later, the CID is now able to pay off the bonds and satisfy the balance of the CID's financial obligations. Pursuant to the petition creating the CID, the CID is to be terminated once the CID's financial obligations are satisfied. As such, the property owner has submitted the Petition to Terminate the Northpark Lane Community Improvement District to the City. Upon the termination of the District becoming effective and recognized by the Missouri Department of Revenue, the CID 1% sales and use tax collected within the CID will be discontinued.

Additionally, it is anticipated the District will have some remaining net assets that must be used according to and following the CID Act. A cooperative agreement will be developed in the coming months between the District and the City setting forth how the funds will be used.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2024-507 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Terminate the Northpark Lane Community Improvement District.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the termination of a Community Improvement District, to adopt an ordinance approving the termination of a Community Improvement District; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to Joplin City Ordinance No. 2014-90 on or about June 16, 2014 ("2014 Ordinance"), a copy of which is included as Exhibit B to the Petition, as hereinafter defined; and

WHEREAS, on June 28, 2024, property owners within the District, collectively owning one hundred percent (100%) by assessed value of the real property and one hundred percent (100%) per capita of all owners of real property within the District filed with the City Clerk a petition for the termination of the District pursuant to the CID Act (the "Petition"), said Petition recites the following facts:

(a) The Petitioners are requesting the City Council terminate the District; and

(b) The District has accomplished its goals under that certain Trust Indenture dated October 1, 2018 and Development Agreement dated August 13, 2014, and now desires to redeem and satisfy any and all bonds issued under said documents for the purpose of reimbursing the District; and

(c) There are no outstanding claims or causes of action pending against the District, the District's liabilities do not exceed its assets, the District owns no personal or real property, and the District is not insolvent, in receivership or under the jurisdiction of any bankruptcy court; and

(d) As of June 26, 2024, the District had assets of approximately $650,000.00. The District may receive additional revenue during its current and future fiscal years until the Missouri Department of Revenue ceases collection and remittance of the District sales and use taxes. The District anticipates that its final administrative costs and the costs associated with termination of the District will be approximately $510,000.00, and the District does not anticipate holding any reserves. Accordingly, the District anticipates net assets of approximately $140,000.00 upon termination of the District, which shall be distributed pursuant to provisions of the CID Act and the Cooperation Agreement; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on July 15, 2024, the City Council held a public hearing at which all persons interested in the termination of the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition to terminate the District and make such other findings as necessary.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The termination of the District is hereby approved, as discussed and requested in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition. The District shall promptly notify the Missouri Department of Revenue of the approval of this Ordinance and the District shall request that Missouri Department of Revenue discontinue collection of the 1% sales and CID taxes.

Section 4. The City shall enter into a "Cooperation Agreement" which is reasonably acceptable to the City Manager, Finance Director and District within sixty (60) days of the adoption of this Ordinance in order to facilitate the distribution of excess funds held by the District upon the satisfaction of all CID financial obligations, with such distribution to be made in accordance with the CID Act.

Section 5. The effective date of the termination of the District shall be the earlier to occur of: (1) the disbursement of all funds held for disbursement pursuant to the Cooperation Agreement; or (2) October 31, 2024.

Section 6. The City Manager, City Clerk and any other appropriate City officials are hereby

authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 7. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 8. This Ordinance shall become effective immediately upon approval by the City Council and execution of the Ordinance by the Mayor.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

PETITION TO TERMINATE

THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

Petition to Terminate a Community Improvement District Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri, as Amended

City of Joplin, Missouri

2024

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

PETITION TO TERMINATE
THE NORTHPARK LANE
COMMUNITY IMPROVEMENT DISTRICT

This Petition ("Petition") to terminate a Community Improvement District within a certain limited portion of the City of Joplin, Missouri (the "City"), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

As set forth herein, the entity signing this Petition in accordance with the Act (the "Petitioner") requests that the governing body of the City (the "City Council") hold a public hearing and approve the Petition and terminate the Community Improvement District prior to the expiration of its term as described herein and in accordance with the Act.

1. DISTRICT TO BE TERMINATED

A. Name of District

The name of the District to be terminated is the Northpark Lane Community Improvement District (the "District"), created and established by the City Council's approval and adoption of Ordinance No. 2014-090, on or about June 16, 2014 (the "Ordinance").

B. Legal Description

The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the "District Boundary Map").

D. District Obligations

Pursuant to that certain Trust Indenture dated October 1, 2018 (the "Trust Indenture") and that certain Development Agreement dated August 13, 2014 (as amended, the "Development Agreement") the District was entitled to reimbursement of select improvements and services through the issuance of a series of Bonds (as defined in the Trust Indenture). The District has accomplished its goals under the Development Agreement and Trust Indenture and now desires to redeem and satisfy the Bonds in full. Upon redemption and satisfaction of the Bonds, the Board of Directors of the District shall transfer any and all remaining District revenues in the manner provided by the Act and this Petition.

2. PETITIONER

Based on the tax records of the Jasper County Assessor (the "Assessor") as of the date of filing this Petition, Petitioner:

(a) collectively owns more than fifty percent (50%) by assessed value of the District Property; and

(b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. PLAN FOR DISSOLUTION

The District shall be dissolved in accordance with the following plan:

- The City Council shall hold a public hearing, following proper notice, to consider termination of the District.
- The City Council shall pass an order (i) terminating all agreements entered into between the City and the District, if any, (ii) approving this Petition, and (iii) officially terminating the District.
- The City Clerk shall provide a copy of such ordinance to the Department of Economic Development.

4. DISTRIBUTION OF ASSETS

Section 67.1481 of the Act requires that upon termination of the District, every effort should be made by the City for the assets of the District to be distributed in a manner to benefit the real property which was formerly a part of the District. Consistent therewith, the assets of the District shall be distributed to the City promptly following the last date the District receives sales and use tax revenue payments from the Missouri Department of Revenue, to be used in the offset of certain improvements and services included within the District.

There are no outstanding claims or causes of action pending against the District, the District's liabilities do not exceed its assets, the District owns no personal or real property and the District is not insolvent, in receivership or under the jurisdiction of any bankruptcy court.

As of June 26, 2024, the District had assets of approximately $650,000.00. The District may receive additional revenue during its current and future fiscal years until the Missouri Department of Revenue ceases collection and remittance of the District sales and use taxes. The District anticipates that its final administrative costs and the costs associated with termination of the District will be approximately $510,000.00, and the District does not anticipate holding any reserves. Accordingly, the District anticipates net assets of approximately $140,000.00 upon termination of the District, which shall be distributed to the City to be used pursuant to the CID Act.

5. REQUEST TO TERMINATE DISTRICT

By execution and submission of this Petition, the Petitioner requests that the City Council hold a public hearing in accordance with Section 67.1481 of the Act and adopt an ordinance to terminate the District as set out in this Petition and in accordance with the Act and this Petition.

6. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

[Remainder of Page Intentionally Left Blank.]

Signature Page for Petition to Terminate the
Northpark Lane Community Improvement District

The undersigned requests that the City Council of the City of Joplin, Missouri, terminate the Northpark Lane Community Improvement District according to the preceding Petition and authorize the termination of the District.

Name of Owner:	Northpark Mall/Joplin, LLC
Owner's Telephone Number:	423-855-0001
Owner's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000
Name of Signer:	Jeffery V. Curry
Basis of Legal Authority to Sign:	Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of the Owner
Signer's Telephone Number:	(423) 490-8642
Signer's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000

Entity Type: Delaware limited liability company

The map, parcel number and assessed value of each tract of real property within the District owned: The District contains all or a limited portion of the following parcels:

Address	Parcel I.D.	Assessed Value (2023)
201 N. Northpark Lane	20300600000004001	1,233,530
Northpark Lane	20300600000004902	23,940
Northpark Lane	20300600000004903	34,680
S. Range Line Road	20300600000010000	5,838,560
137 N. Range Line Road	20300600000010002	213,820
101 N. Range Line Road	20300600000001002	757,120
111 N. Range Line Road	20300600000010003	90,350
101 N. Range Line Road	20300600000010004	1,016,620
JOP	20300600000010005	501,620
209 N. Range Line Road	20300600000010006	318,550

[Signature and Notary Page to Follow]

Signature Page for Petition to Terminate the Northpark Lane Community Improvement District

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

NORTHPARK MALL/JOPLIN, LLC,
a Delaware limited liability company

By: CBL & Associates Limited Partnership,
its sole member and chief manager

By: CBL Holdings I, Inc., its sole general partner

By: _____
Name: Jeffery V. Curry
Title: Chief Legal Officer

Date: June 28, 2024

STATE OF Tennessee)
) **SS.**
COUNTY OF Hamilton)

On this 28th day of June, 2024, before me personally appeared Jeffery V. Curry, the Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of Northpark Mall/Joplin, LLC, to me personally known to be the individual described in and who executed the foregoing instrument by authority of the members of Northpark Mall/Joplin, LLC, and acknowledged that he/she executed the same as the free act and deed of said Northpark Mall/Joplin, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

_____
Notary Public
Tina R. Smith

My Commission Expires:

My Commission Expires July 30, 2025

TINA R. SMITH
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

EXHIBIT A
DISTRICT LEGAL DESCRIPTION
THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 25, 2003.

TRACT 1 (FEE PARCEL)
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE SOUTH 89°35'00" WEST, 35.00 FEET; THENCE SOUTH 00°25'00" EAST, 1235.97 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THIRD STREET, FOR A POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°58'56" WEST, 142.99 FEET; THENCE SOUTH 88°43'42" WEST, 614.00 FEET; THENCE SOUTH 89°39'42" WEST, 500.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF US ROUTE 71 (RANGELINE ROAD); THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°05'16" WEST, 541.61 FEET; THENCE LEAVING THE RIGHT-OF-WAY, SOUTH 89°43'43" EAST, 220.00 FEET; THENCE NORTH 00°05'18" WEST, 435.60 FEET; THENCE NORTH 89°43'43" WEST, 200.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY; THENCE NORTH 00°05'16" WEST, 277.16 FEET; THENCE NORTH 06°06'19" EAST, 182.39 FEET; THENCE NORTH 00°05'16" WEST, 563.59 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TURKEY CREEK BLVD.; THENCE NORTH 89°37'20" EAST, 654.91 FEET; THENCE 261.91 FEET ALONG A 685.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 77°09'34" EAST, 259.57 FEET; THENCE 40.49 FEET ALONG A 257.28 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 60°10'55" EAST, 40.45 FEET; THENCE SOUTH 57°13'46" EAST, 44.06 FEET; THENCE 380.49 FEET ALONG A 652.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 73°55'23" EAST, 375.11 FEET; THENCE NORTH 89°57'31" EAST, 282.08 FEET; THENCE 409.12 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 46°37'58" EAST, 371.09 FEET TO THE WEST RIGHT-OF-WAY OF NORTHPARK LANE; THENCE SOUTH 00°55'55" WEST, 51.85 FEET; THENCE SOUTH 00°27'17" WEST, 60.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°31'52" WEST, 660.58 FEET; THENCE SOUTH 00°11'34" EAST, 166.37 FEET; THENCE SOUTH 00°28'00" EAST, 272.78 FEET; THENCE SOUTH 45°25'05" EAST, 332.19 FEET; THENCE SOUTH 44°37'24" WEST, 331.97 FEET; THENCE SOUTH 00°25'00" EAST, 493.46 FEET TO THE POINT OF BEGINNING. CONTAINING 59.82 ACRES MORE OR LESS. BEARINGS BASE ON RECORD BEARING ALONG THE SECOND COURSE FROM THE POINT OF COMMENCEMENT. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING INC. DRAWING NUMBER JOP 100-814.

And also including the following described property:

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 5, 2003.

ALL OF LOTS 1, 2 AND 3 IN NORTHPARK HOLLYWOOD SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FORMERLY DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE NORTH 01°40'28" EAST, 226.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°22'40" WEST, 625.40 FEET; THENCE NORTH 03°00'28" EAST, 52.41 FEET; THENCE 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET; THENCE SOUTH 01°40'28" WEST, 890.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 6, NORTH 01°40'28" EAST, 226.58 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, NORTH 88°22'40" WEST, 625.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF TURKEY CREEK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 03°00'28" EAST, 52.41 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET TO THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 7; THENCE ALONG SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS. ALL LYING IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP 100-767.

And also including the following described property:

TRACT 1:

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN AXLE FOUND (IRON PIN RECORD) AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 89°35'00" WEST 35.00 FEET, THENCE NORTH 00°11'00" WEST 166.59 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE TRACT, SAID POINT BEING ALSO THE POINT OF BEGINNING, THENCE NORTH 89°33'12" EAST 660.58 FEET TO THE NORTHEAST CORNER OF THE TRACT, THENCE SOUTH 00°29'14" EAST 560.15 FEET TO A POINT, THENCE SOUTH 89°36'26" WEST 165.00 FEET, THENCE SOUTH 00°29'14" EAST 165.00 FEET, THENCE SOUTH 89°36'26" WEST, 212.11 FEET, THENCE NORTH 45°23'34" WEST, 403.27 FEET TO THE CENTERLINE OF VACATED NORTH PARK LANE, THENCE ALONG SAID CENTERLINE, NORTH 00°25'00" WEST 272.77 FEET, THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 00°11'00" WEST 166.59 FEET TO THE POINT OF BEGINNING.

TRACT 2:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AN FROM PUBLIC RIGHTS-OF-WAY, FOR PARKING FOR THE CIRCULATION OF VEHICLES, FOR ACCESS TO CERTAIN UTILITY FACILITIES TO AND AS DELINEATED AND DEFINE BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 18, 1985 IN BOOK 1303 AT PAGE 101, AS ASSIGNED TO METROPOLITAN LIFE INSURANCE COMPANY IN RECIPROCAL EASEMENT AGREEMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT FILED MAY 22, 1990 AT 2:35 P.M. IN BOOK 1375 AT PAGE 356, AND AMENDMENT NO. 1 FILED NOVEMBER 12, 1996 AT 11:39 A.M. IN BOOK 1516 AT PAGE 2321, AS MODIFIED BY AFFIDAVIT FILED JANUARY 28, 2997 AT 2:41 P.M. IN BOOK 1522 AT PAGE 313 AND AS CORRECTED BY INSTRUMENT FILED JUNE 24, 1997 AT 8:01 A M. IN BOOK 1533 AT PAGE 1585, AND METROPOLITAN AGREEMENT RELATING TO AMENDMENT NO. 1, FILED JUNE 24, 1997 AT 8:03 A.M. IN BOOK 1533 AT PAGE 1612, ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT FILED JULY 10, 1998 AT 12:57 P.M. IN BOOK 1568 AT PAGE 952, ASSIGNMENT FILED OCTOBER 20, 1998 AT 4:01 P.M. IN BOOK 1578 AT PAGE 1344, ASSIGNMENT FILED DECEMBER 31, 1998 AT 1:23 P.M. IN BOOK 1586 AT PAGE 211, AND ASSIGNMENT FILED DECEMBER 4, 2001 AT 3:34:15 P.M. IN BOOK 1897 AT PAGE 530.

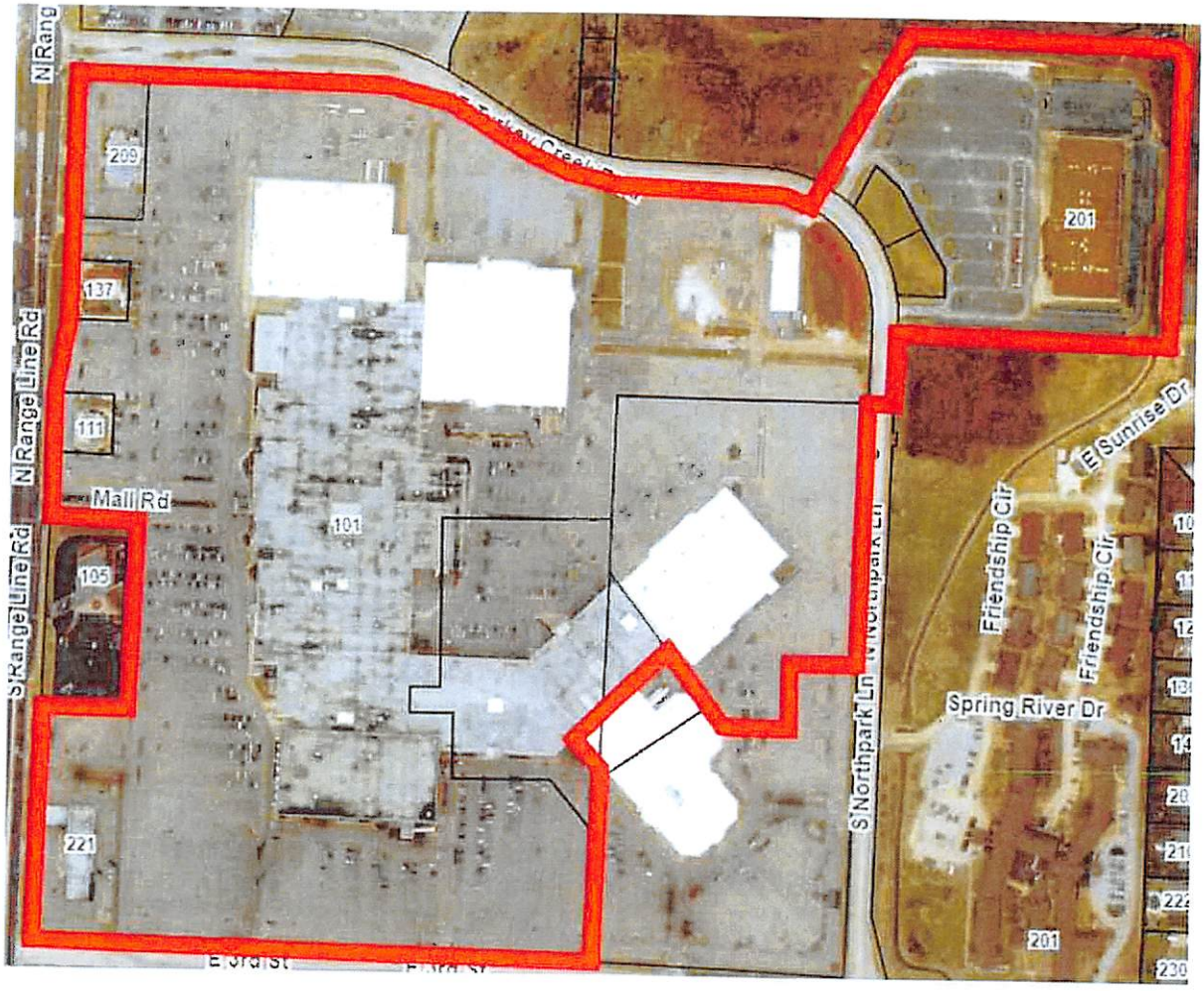
Less and except the following described property:

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W½) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 79.40 FEET NORTH AND 35.00 FEET WEST OF A STONE FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 6;
THENCE NORTH 00°25'00" WEST, 493.48 FEET, ALONG THE CENTERLINE OF VACATED NORTHPARK LANE TO A (P.I.);
THENCE NORTH 44°36'26" EAST, 332.00 FEET TO A (P.I.);
THENCE SOUTH 45°23'34" EAST, 71.00 FEET TO A (P.I.);
THENCE NORTH 89°36'26" EAST, 212.11 FEET TO A (P.I.);
THENCE NORTH 00°29'14" WEST, 165.00 FEET TO A (P.I.);
THENCE NORTH 89°36'26" EAST, 165.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF PROPOSED NORTHPARK LANE;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°29'14" EAST, 861.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THIRD STREET;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°35'56" WEST, 344.997 FEET TO A (P.I.);
THENCE NORTH 86°28'47" WEST, 288.686 FEET TO A (P.I.);
THENCE SOUTH 87°16'24" WEST, 30.036 FEET TO THE POINT OF BEGINNING, CONTAINING 10.81 ACRES MORE OR LESS, (INCLUDING A PORTION OF VACATED NORTHPARK LANE).

BASIS OF BEARINGS ASSUMED NORTH AZIMUTH.
(RANGE LINE ASSUMED DUE NORTH/SOUTH).

EXHIBIT B
DISTRICT BOUNDARY MAP



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 027-24 – Surplus Property

MEETING DATE:
July 15, 2024

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
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 027-24: 1201 S Byers Ave – Surplus Property – A request to declare property a surplus – City of Joplin

BACKGROUND:
This property is currently owned by the City of Joplin. It is the City's intent to dispose of this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a potentially more productive use.

This property was acquired from the Jasper County Sherrif's office through a sheriff's sale on April 22, 2024.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bellairs explained that this was excess property, and the intent behind public hearings for surplus property. Dr. Rosenberg voiced his support of this. Ms. Phillips asked what the use of this property is restricted to. Mr. Bellairs responded that the use must comply with the zoning and development regulations of the M-2 (Heavy Industrial) District or be rezoned.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approving case 027-24
Planning & Zoning Commission recommends approving Case 027-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Surplus Property

CASE 027-24 A request to declare property surplus.

LOCATION 1201 S Byers Ave

APPLICANT City of Joplin

PRESENT ZONING M-2 Heavy Industrial

ACREAGE Approx. 1.75

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Warehouse/Manufacturing	Warehouse	Building Supply Store/Warehouse	Vacant

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Byers Ave	Local	60′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

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

No.

REASON FOR DECLARATION

This property is currently owned by the City of Joplin. It is the City's intent to dispose of this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from Jasper County on April 22, 2024.

Staff recommends approval of Case 027-24.

ENCLOSURES

- Map of property

Case 027-24: Surplus Property



1201 S Byers Ave - Surplus Property - A request to declare property surplus - City of Joplin

0 45 90 180 270 360 Feet

Case 027-24: Surplus Property

1201 S Byers Ave – Surplus Property – A request to declare property a surplus – City of Joplin

Mr. Bellairs represented the case. The request comes from the City of Joplin. We have not had one of these cases in a while, so he wanted to reiterate the intent of declaring a property a surplus. This is excess property that was acquired from Jasper County April 22, 2024. The property is currently owned by the City of Joplin. It is the City's goal to dispose of the property which will remove maintenance and upkeep expense for a potentially more productive use. The intent behind a declaring a property a surplus is to hold A public hearing to determine whether or not the public has a vested interest in this property. Mr. Bellairs asked if there were any questions.

Mr. Kimble asked if anyone would like to speak in favor.

Ms. Phillips asked if there were restrictions or covenants if we sell it. The property is zoned M-2 but there will be a lot of abatements on it.

Mr. Bellairs stated that we have not gotten to the plans for development yet. M-2 is what it is restricted to. The property will either have to follow the development policies and use standards for M-2 or rezone.

Dr. Rosenberg said the City has no use of the property and is a liability. If the City has someone who is interested in purchasing it and getting it back on tax roll, he thinks it is an excellent decision to declare this a surplus.

Mr. Kimble asked if there was anyone who would like to speak in favor.

Mr. Kimble asked if there was anyone who would like to speak in opposition.

Mr. Kimble opened the case for a motion.

DR. ROSENBERG MOVED THAT CASE 027-24 BE APPROVED AND FORWARDED TO CITY COUNCIL FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

JOPLIN CITY COUNCIL
JULY 1, 2024
MEETING MINUTES

CALL TO ORDER

The July 1, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by Assistant City Clerk, Roschelle Forsythe

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Eagle Scout Daniel Fahardo, introduced by Ms. Carlin.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Charles Copple, Keenan Cortez, Josh DeTar, Ryan Jackson, Doug Lawson, and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.
Absent: Mark Farnham

Motion by Mr. Lawson, second by Mr. Jackson to excuse the absence of Dr. Farnham. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 8. Absent: Farnham, 1.

PRESENTATIONS

Proposition Action Update

Rob O'Brian presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

If citizens want to learn more about the Joplin Police Department, they can enroll in the upcoming Citizens Police Academy. This is the 60th Academy. It has been a hugely popular class, providing an interactive, behind-the-scenes program taught by police officers.

The academy is offered as a 14-week program and is FREE of charge. The classes are every Thursday evening starting July 25 from 6 to 9 p.m. The Citizens Academy ends on October 24 with a closing ceremony and dinner. The class size is limited to 25 participants, and spots are still available. Applicants must be 21 years or older and pass a background check. If interested, citizens can contact the Police Department or go to the Police Department's website at joplinpolice.org and click on the Events tab. They can also pick up an application at the Police Department, 303 East 3rd Street.

Joplin Parks and Recreation will again partner with Missouri Southern State University for Joplin's Independence Day celebration this year.

The celebration kicks off at 5:30 p.m. on Thursday, July 4, at Fred G. Hughes Stadium on MSSU's campus. This family event will feature live music, bounce houses, food trucks, and fireworks.
The Schedule includes:
• 5:30pm: Event Kick Off: Stadium Opens to Visitors, Food Trucks open, Bounce Houses, Inflatable Batting Cage
• 7:00pm: Live Music by The New Waves
• 9:45pm: Fireworks Show (approximate show time is 20 minutes)
The bounce houses and inflatable batting cage are offered with a wristband purchase.
The fireworks show will be set to music, and visitors can tune into 88.7 KXMS to experience it. Seating is available in the stadium and along the grass around the field. Plenty of parking will be available throughout the campus. Reminder – no personal fireworks, pets, grills or alcohol are allowed in the stadium.

And just another friendly reminder for the summer –
Now that our pool season is fully underway and with the holiday this week, we want to remind the public that for the safety of kids and families, **alcohol, drugs, tobacco, or weapons of any kind are not allowed** on city property, and this does include parks as well as our pools.

As Independence Day, July 4, approaches, citizens should keep safety in mind as they handle fireworks to avoid any problems. Important dates to remember:

- Fireworks may only be sold within the City on July 1 through July 4.
- They may be discharged from **12 Noon to 11 p.m. on July 1 - 4.**

The city also encourages residents to clean up their shoot sites to eliminate debris and trash in the city. Fireworks should be cooled before they are disposed of. To help ensure items are extinguished, remaining fireworks barrels can be sprayed with water or dunked in a bucket before disposing of them. We wish everyone a Happy and Safe Independence Day!
The City of Joplin offices will be closed for Independence Day on Thursday, July 4. This closing includes the Recycling Center and MAPS Transportation services. All City services will resume their regularly scheduled hours on Friday, July 5.
Please note that Republic Services has notified us that they will be running their regular routes, so residential trash and curbside recycling will not change due to the Independence Day holiday.
For more information or questions about these announcements or other City items, please visit our website or our Facebook pages.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by Assistant City Clerk Roschelle Forsythe

PUBLIC HEARING FOR RESOLUTION NO. 2024-010

Mayor Cortez opened the Public Hearing
Leah Gurley and Tonya Sprenkle spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

RESOLUTION NO. 2024-010

Mr. Jackson introduced Resolution No. 2024-010- A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Day Care Center, located at 2231 S Annie Baxter Ave in the City of Joplin, Jasper County, Missouri. Motion by Mr. Jackson second by Mr. Lawson that Resolution No. 2024-010 be approved. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 8. Absent: Farnham, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-273

Mayor Cortez opened the Public Hearing
Jonathan Tasset spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

There was a protest occurrence of 9.9682%

COUNCIL BILL NO. 2024-273

Mr. DeTar introduced Council Bill No. 2024-273- An Ordinance amending Ordinance No. 2022 -274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 302 S McKinley Ave. Motion by Mr. DeTar second by Mr. Copple that Council Bill No. 2024-273 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2024-273.

CONSENT AGENDA

Motion by Mr. Shaw, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 8. Absent: Farnham, 1.

Minutes of the June 17, 2024, City Council Meeting.

COUNCIL BILL NO. 2024-114- AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) for the 4th and Murphy Blvd Geometric Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.
Ordinance No. 2024-083.

COUNCIL BILL NO. 2024-125 - AN ORDINANCE approving an amended work authorization with Allgeier, Martin, and Associates in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Permit & Floodplain Management Support project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.
Ordinance No. 2024- 084.

COUNCIL BILL NO. 2024-127 - AN ORDINANCE approving an amendment (Change Order 3) to the construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for the Mill and Overlay 2023 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.
Ordinance No. 2024-085.

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-362

Mr. Copple introduced Council Bill No, 2024-362 - An Ordinance approving the contract by and between the City of Joplin and Freeman's Landworx LLC. for the demolition of the structure(s) and clearing of a lot located at 1711 W A St. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Eighteen dollars ($3,918.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple , second by Mr. Lawson, that Council Bill No. 2024-362 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 8. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-086.**

COUNCIL BILL NO. 2024-453

Mr. DeTar introduced Council Bill No. 2024-453 – AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Forty Thousand, One Hundred Eighty Dollars, no cents, ($40,180.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. DeTar second by Mr. Copple, that Council Bill No. 2024-453 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 8. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-087.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-128

Mr. DeTar introduced Council Bill No. 2024-128 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Ms. Carlin that Council Bill No. 2024-128 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2024-128.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Copple had a question for City Manager Nick Edwards regarding the approval of smaller mass transit vehicles done previously to reduce on trolley's and to try and cut down need for CDL's. Nick stated new vans have arrived and just recently hired a new Transit Manager and have made some progress on the hires; this will reduce the need for CDL's not eliminate it. Seeing the need to obtain CDL drivers as well as key positions that require specific licenses; Mr. Copple would like the City Manager to check into the possibility of if a stipend could be in place for those positions.

Ms. Carlin stated that she would like to hear an update on progress from Allo; City Manager Nick Edwards stated that Troy Bolander would be bringing that at the July 15th meeting.

Mr. Shaw wanted to recognize the passing last week of long-time pastor Dr. Mack Evans.

Mr. Jackson wanted to follow up with what Mr. Copple was saying regarding transit; asking City Manager Nick Edwards what the status was as far as part time positions for retirees. Nick Edwards stated there isn't a definitive plan yet but could get an update to the council. Mr. Jackson also addressed the need to cover up the logo on the trolleys that are being utilized by Maps, Nick stated that the program will most likely relaunch soon.

Mayor Cortez reminded everyone there would be no work session this month, the next City Council meeting will be on July 15th, he wished everyone a safe and Happy Independence Day.

The meeting was adjourned at 7:22 p.m.

Respectfully,

Roschelle Forsythe
Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-128 Construction Agreement between City of Joplin and Emery Sapp and Sons Inc. for the Zora Street and Duquesne Road Intersection Improvements project

MEETING DATE
July 1, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-128; Agreement; Location Map; Bid Summary

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project.

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the improvement of E. Zora Street from Range Line Road to MO-249. Phase 1 of the Zora improvements project is defined as the construction of a new concrete roundabout at the intersection of Zora Street and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road. In June 2023 the City entered into an agreement with the Missouri Highways and Transportation Commission for a Governor's Transportation Cost Share Agreement for grant funds in the amount of $4 million to be used for the construction costs for all 3 phases of the Zora Improvements project. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the Zora Street and Duquesne Road Intersection Improvements project was advertised in the Joplin Globe on April 27th, 2024, and bids were received by the City on June 6, 2024. Three bids were received, with Emery Sapp and Sons Inc. selected as the lowest responsive bidder. The low bid was within 6% of the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 120 calendar days.

FUNDING SOURCE
This item is included in the FY 2024 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

Bid Summary

PROJECT: Zora Street and Duquesne Road Intersection Improvements

DATE OF BID OPENING: June 6th, 2024

CONTRACTOR	BID
Emery Sapp & Sons	$1,611,728.52
Sprouls Construction Inc.	$2,266,887.93
Elements Construction Concepts	$2,300,464.00
Engineer's Estimate	**$1,532,638.00**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Emery Sapp and Sons Inc. Address: 5350 E. State Highway AA Springfield, MO 65803	
Attention: Dan Johnson, P.E.		Attention: Chris Landwehr	
Department: Public Works-Engineering		Phone: (417) 445-8331	Fax: (417) 445-0266
Phone: (417) 624-0820	Fax:		

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

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

Zora Street & Duquesne Road Intersection Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to

protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $1,611,728.52 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
c. Does not have a proposed debarment or suspension pending.
d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

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

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

8. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $3,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications

h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 ($1,611,728.52) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR: Emery Sapp and Sons Inc.

By: _____

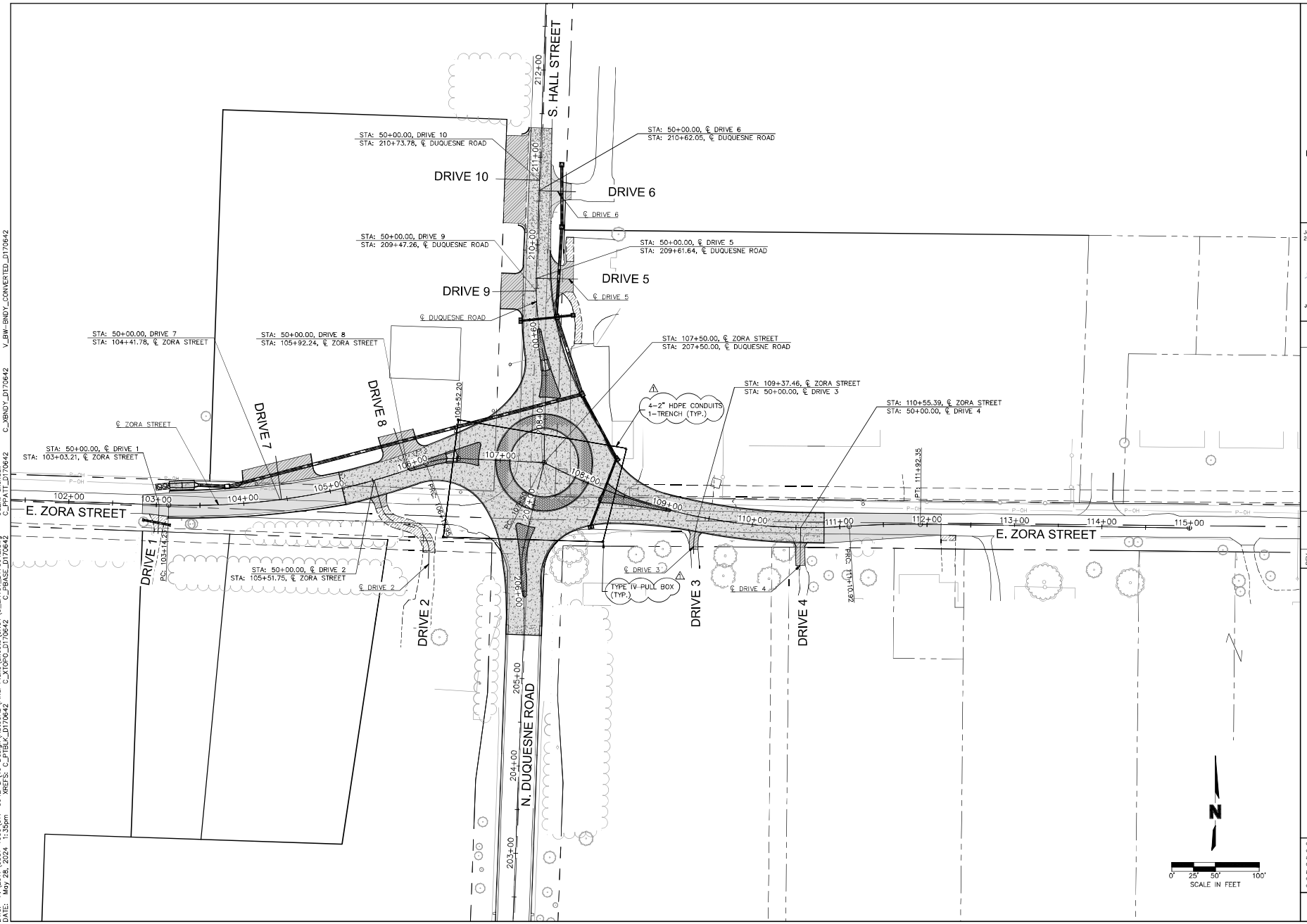
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By:

_____
Daniel Johnson, P.E.
Public Works Director



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DATE: May 28, 2024 1:35pm XREFS: C_PTBLK_D170642 C_XTOPO_D170642 C_PBASE_D170642
USER: skendall
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olsson

Olsson - Civil Engineering
Missouri Certificate of Authority #001592
702 S. Main Street
Joplin, MO 64801
TEL 417.781.0643 www.olsson.com

Jonathan Peitz
2024.05.28 09:49:19 -05'00'

STATE OF MISSOURI
JONATHAN W. PEITZ
NUMBER PE-2017019023
PROFESSIONAL ENGINEER

JONATHAN W. PEITZ-CIVIL ENGINEER
MO# PE-2017019023

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	5/24/2024	ADDENDUM #3 - FUTURE FIBER OPTIC CONDUIT	SMK

REVISIONS

GENERAL LAYOUT

ZORA STREET IMPROVEMENTS - PHASE 1
CITY OF JOPLIN

JOPLIN, MISSOURI

2024

drawn by: ZLL/SMK/CTK
checked by: CAD
approved by: JWP
QA/QC by: ENG
project no.: 017-0642-D
drawing no.: C_LAY01_D170642
date: 4/26/2024

SHEET
2 of 88

COUNCIL BILL NO. 2024-128 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of July 16, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-128

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-273 – Rezoning

MEETING DATE:
July 1, 2024

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
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 021-24: 302 S McKinley Ave – Rezoning – A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – SCJ Construction

BACKGROUND:
The applicant, SCJ Construction, would like to build a second single-family home on the property. Currently, there are 2 lots that front 3rd St, but the existing house was constructed fronting McKinley. They would like to replat these lots to face McKinley, so that they may build a second single-family home. The existing house is legally non-conforming. They need to remove the lot from heavy industrial zoning before the applicant/owner can build. The existing density of the lots are 6000 square feet. These lot sizes are buildable in the existing R-1 neighborhood because they were already platted. To plat new lots at the same density, the lots need to be zoned R-2.

This neighborhood is a mix of R-1 and R-2 zoning districts, with leftover Industrial. There is some R-2 in the block NW of this site. The single-family homes that are here are 50-foot-wide lots. R-2 is consistent with the existing lots that are zoned R-1, in terms of density. The neighborhood is all low-density residential. Industrial uses are not compatible with the surrounding area. The Joplin Development Code identifies R-2 as a compatible district with low-density residential.

PLANNING & ZONING COMMISSION TESTIMONY:
Jonathan Tasset stated he represented the ownership group, SCJ Construction. They proposed to take this property and divide it into two parcels so they could build a second small home next to it keeping with the character of the neighborhood. There is a lot of high-density zoning already there and currently it is zoned M2. That is not appropriate for the house already on the lot. There is an existing home on the lot. It is on one side and what they want to do is subdivide that to do another home. They have plans for that. It would be in keeping with the latest zoning codes for walkable

neighborhoods. They would like to rezone it to an R-2 district which has denser requirements for homes in keeping with the rest of the homes in the neighborhood. Mr. Landis asked if the new home would be a single-family residence. Mr. Tasset stated it would.

Mr. Bellairs stated for the record there was one petition of protest submitted for this case to rezone. The protest occurrence is 9.96%. It is below the 30% minimum to deny the case.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-273
Planning & Zoning Commission recommends approving Case 021-24 (4 in Favor, 0 Opposed, 2 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 021-24: Rezoning

302 S. McKinley-Rezoning-A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)-SCJ Construction

Jonathan Tasset, Architect, 3130 Wisconsin Ste 4, Joplin, Missouri, stated he represented the ownership group, SCJ Construction. They proposed to take this property and divide it into two parcels so they could build a second small home next to it keeping with the character of the neighborhood. There is a lot of high-density zoning already there and currently it is zoned M2. That is not appropriate for the house already on the lot. There is an existing home on the lot. It is on one side and what they want to do is subdivide that to do another home. They have plans for that. It would be in keeping with the latest zoning codes for walkable neighborhoods. They would like to rezone it to an R-2 district which has denser requirements for homes in keeping with the rest of the homes in the neighborhood.

Ms. Warren asked if there were any questions from the Commission on Case 021-24.

Mr. Landis asked if this would be a single-family home.

Mr. Tasset replied yes.

Ms. Warren asked if there were any further questions from the Commission on Case 021-24.

There were none.

Ms. Warren asked if there was anyone to speak in favor of Case 021-24.

There were none.

Ms. Warren asked if there was anyone to speak in opposition of Case 021-24.

There were none.

Mr. Bellairs stated for the record there was one petition of protest submitted for this case to rezone. The protest occurrence is 9.96%. It is below the 30% minimum to deny the case.

MR. ROSENBERG MOVED THAT CASE 021-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 0 NAY, 2 ABSENT)

Z&P Meeting: June 10, 2024
City Council Meeting: July 1, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 021-24 A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)

LOCATION 302 S McKinley Ave

APPLICANT SCJ Construction

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single Family Home	Approximately 0.3 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	M-1	M-2
Land Use	Single-Family Home	Church	Community Garden	Vacant Industrial Building

FUTURE LAND USE

The property is identified as Industrial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S McKinley Ave	Local	55′
W 3rd St	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, everything around the property is future Low-Density Residential. The Future Land Use Map only identifies the area as Industrial because that is the existing zoning district. This is a left-over pocket of Industrial zoned property before modern Industrial Parks.

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

The neighborhood is all low-density residential. Industrial uses are not compatible with the surrounding area.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This neighborhood is a mix of R-1 and R-2 zoning districts. There is some R-2 in the block NW of this site. The single-family homes that are here are 50-foot-wide lots. R-2 is consistent with the lots that are zoned R-1, in terms of density.

DISCUSSION

The applicant, SCJ Construction, would like to build a second single-family home on the property. Currently, there are 2 lots that front 3rd St, but the existing house was constructed fronting McKinley. They would like to replat these lots to face McKinley, so that they may build a second single-family home. The existing house is legally non-conforming. They need to remove the lot from Industrial before the applicant/owner can build. The existing density of the lots are 6000 square feet. They are allowed in the existing R-1 neighborhood because they were already platted. To plat new lots at the same density, the lots need to be zoned R-2.

Staff recommends approval of Case 021-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

JOPLIN
MISSOURI

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 021-24
Filing Fee: $600.00
Received: 4/4/24
Date Advertised:
Proj. No.: 24-074
Public Hearing Date: 5/13/24

Applicant: SCJ CONSTRUCTION Phone No.: 4175639788

Address: 302 S McKINLEY Email: evan.scjconstruction@gmail.com

Owner: SCJ CONSTRUCTION Phone No.: 417 653 9788

Address: 1927 BIRD AVE JOPLIN Email: evan.scjconstruction@gmail.com

Location of Property: JOPLIN

Present Use of Property: RESIDENTIAL

Proposed Use of Property: RESIDENTIAL

Current Zoning: M2 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	RT	R1
South		M1
East		M2 R1
West		RT M2

Character of the Neighborhood: SNGLE FAMILY & 2 FAMILY RESIDENTIAL

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: NO

Unique Characteristic of Property and/or Additional Comment:

NO

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☐	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☐	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** _____

CURRENTLY USING AS RESIDENTIAL AND WE WOULD LIKE TO ADD ANOTHER HOME ON THE FUTURE ADJACENT LOT.

7012

BOOK 1392 PG 0423

Warranty Deed

Filed for Record on June 4, 1991, at 8:43 o'clock A M. in Jasper County, Mo.

Document No. _____ recorded in Book _____, Page _____ Edie Swingle

By: Nancy L. Kreitzinger Deputy Recorder of Deeds

THIS DEED, Made and entered into this 31st day of May, 19 91, by and between

Cleo Alvin Pugh and Patricia Kay Pugh, husband and wife

party or parties of the first part, of Jasper County, State of Missouri, grantor(s), and

David M. Ramsey and Cynthia J. Ramsey, husband and wife

party or parties of the second part, of Jasper County, State of Missouri, grantee(s).

Grantee's mailing address is 302 McKinley, Joplin, Missouri 64801

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jasper and State of Missouri, to wit:

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN W.M. LECKIE'S SUB-DIVISION OF LOTS 22, 26, 27, 38, 39, 42 AND 43 IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI AND VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS NUMBERED ONE (1) AND TWO (2)

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

WITNESS

Cleo Alvin Pugh
Cleo Alvin Pugh

Patricia Kay Pugh
Patricia Kay Pugh

STATE OF MISSOURI
COUNTY OF Jasper } ss.

On this 31st day of May, 19 91 before me personally appeared Cleo Alvin Pugh and Patricia Kay Pugh, husband and wife to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri, the day and year first above written.

My term expires the 7th day of April, 19 94. Signature Shirley K Webb

(SEAL) Type or Print Shirley K. Webb
Notary Public

STATE OF MISSOURI
COUNTY OF Jasper } ss.

IN THE RECORDER'S OFFICE

I, Recorder of said County, do hereby certify that the within instrument of Writing was, at 8:43 o'clock A M. on the 4th day of June, 19 91, duly filed for record in this office, and has been recorded in Book 1392, Page 423.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Carthage, Missouri, on the day and year aforesaid.

(SEAL)

Edie Swingle
Recorder of Deeds

By Delaine Moyer
Deputy

50680 RV-3

Case 021-24: Rezoning



0 45 90 180 270 360 Feet

302 S McKinley – Rezoning – A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – SCJ Construction

P & Z Case 021-24
SCJ Construction
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 302 S McKinley Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District R-2 (Two-Family Residential).

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN W.M. LECKIE'S SUB-DIVISION OF LOTS 22, 26, 27, 38, 39, 42 AND 43 IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI AND VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS NUMBERED ONE (1) AND TWO (2).

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-275 Ground Lease Agreement with ALLO Communications LLC, a Nebraska limited liability company for the location of a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy.

MEETING DATE
July 15, 2024

ORIGINATING DEPT
Planning & Community Development

ATTACHMENTS
Council Bill 2024-275; Ground Lease Agreement (location 1301 W 2nd Street, Joplin MO) ALLO Communications LLC

REVIEWED BY
Director of Planning, Development & Neighborhood Services: Troy Bolander; Public Works Director: Dan Johnson; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the Ground Lease Agreement for a portion of land located at 1301 W 2nd Street, Joplin MO

BACKGROUND
April 15, 2024 council approved the Development Agreement between City of Joplin and ALLO Missouri, LLC for an amount not to exceed Five Million and 00/100 dollars ($5,000,000).
As part of the detailed design package, site specific requirements for hardened equipment and structures by specific location were established. This allows for the network design to have explicit attention to redundancy and overall system resilience and considering spatial composition of critical facilities. Hardening refers to the resiliency provided through enhanced protective barriers to the network, safeguarding it from technical or physical damage and ensuring uninterrupted internet access.
The City requested 2 Central Offices be placed with a buried fiber ring connecting the facilities providing redundancy of the Network in the event the primary CO is unable to serve the network. The locations of both locations were mutually agreed upon by the ISP and the City prior to the construction of the Network. One location will be on the site of City of Joplin Public Works facility at 1301 W 2nd St with a second location at 2749 E 30th St.

RECOMMENDATION
Staff recommends approval of Council Bill 2024-275, Ground Lease Agreement (Location 1301 W 2nd Street, Joplin MO) with ALLO Communications LLC.

GROUND LEASE AGREEMENT

This Ground Lease Agreement (**Agreement**) is entered into between the City of Joplin (**Landlord**) and ALLO Communications LLC, a Nebraska limited liability company (**Tenant**) as August 6th, 2024 ("**Effective Date**").

The Parties agree:

1. **DESCRIPTION**: Landlord leases to Tenant the area identified on Exhibit A, attached hereto and incorporated herein by reference, consisting of approximately 4,800 square feet at the address commonly known as 1301 W. 2nd Street, Joplin, MO (**Premises**).

2. **TERM**: The initial term of this Agreement (**Initial Term**) shall commence as of the Effective Date and continue until the tenth (10th) anniversary of the Effective Date at which time it shall terminate, unless sooner terminated or renewed as provided herein. Upon providing no fewer than thirty (30) days written notice to Landlord prior to the expiration of the Initial Term or first Renewal Term, as applicable, Tenant shall have the option to extend this Agreement for two (2) additional ten (10) year terms (each, a **Renewal Term**, together with the Initial Term, the **Term**), upon the terms and conditions as stated herein. If Tenant fails to provide a notice of renewal, the Agreement shall renew on a month-to-month basis upon the same terms and conditions as stated herein and shall be terminable at any time, by either party, with thirty (30) days' written notice to the other party.

3. **RENT**: During the Term, Tenant shall pay to Landlord as Rent $500.00 per month, with payment due on the first day of each month, and such Rent shall be prorated for any partial calendar months. For each year of any Renewal Term and commencing on the first day of each year of any such Renewal Term, Rent for the applicable year shall be determined by multiplying the monthly Rent for the immediately preceding year by the lesser of: (a) 1.03, representing a three percent (3%) annual increase; or (b) a number equal to the percentage increase in the CPI over a 12 month period, calculated by using the most recently published CPI and the CPI published 12 months earlier. "CPI" shall mean the Revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City Average, All Items (1982-84 = 100).

4. **USE**: Tenant shall use the Premises for a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose, which consent shall not be unreasonably conditioned, delayed, or withheld.

5. **CONDITION OF PREMISES**: Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and "As Is" condition.

6. **ACCESS; FIBER FACILITIES**. Access to the Premises shall be nonexclusive,

i.e., the access shall be shared with other users, tenants and owners. In addition to Tenant's access rights described herein, Tenant shall also have the right to install and maintain conduit, fiber optic lines, and related facilities (which shall include, but not be limited to, any utilities, *e.g*., electricity, natural gas, or any similar utilities that may be reasonably required to operate the fiber facilities (collectively, **Fiber Facilities**) so as to allow Tenant to utilize its data bunker situated on the Premises. The Fiber Facilities shall be located in existing utility easements to the extent possible, but in any event within fifteen (15) feet of the boundary of the Premises in easements that are nonexclusive. Tenant and Landlord shall mutually agree on the exact placement of the Fiber Facilities prior to installation and Tenant shall be solely responsible for the repair and maintenance of the Fiber Facilities.

7. **TAXES**: At any time, in the event improvements placed on the Premises by Tenant cause an annual tax increase over the taxes due in the year of the Effective Date of this Agreement (**Base Year**), Tenant shall, upon billing by Landlord and Landlord's provision of reasonable supporting documentation demonstrating the applicable increase, reimburse Landlord within twenty (20) days in the amount of the applicable tax increase. The obligations in this Section shall survive termination of this Agreement and Tenant shall remain obligated to pay taxes on improvements as stated herein that have accrued up to the date of termination or expiration of this Agreement.

8. **IMPROVEMENTS BY LANDLORD**: Landlord reserves the right to make improvements, alterations, or additions to the Premises, but shall not materially change the general appearance, location or area of the Premises. Further, Landlord's improvements shall not unreasonably disturb or interfere with Tenant's improvements.

9. **IMPROVEMENTS BY TENANT**: Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications to Landlord and securing Landlord's written consent, which shall not be unreasonably conditioned, delayed, or withheld. Tenant shall pay all costs of improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall hold Landlord harmless from any costs, liens, or damages. Upon termination or expiration of this Agreement, Tenant shall, at Tenant's sole cost and expense, remove from the Premises all of Tenant's leasehold improvements, including without limitation, interior and exterior signs, trade fixtures and equipment, and other such items that have been installed or placed on the Premises by Tenant, by Tenant's predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as "Tenant's Property"), and Tenant shall repair all damage resulting from such removal.

Upon completion and installation of the central office and all associated fiber facilities and utilities, and at Tenant's request, Landlord and Tenant shall execute an addendum to this Lease documenting and approving the placement all Fiber Facilities and any associated improvements.

10. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant shall, throughout the Term of this Agreement, at its own cost, and without any expense to Landlord, keep and maintain the Premises and Tenant's Property, including all appurtenances, in good,

sanitary and neat order, condition and repair, and, except as specifically provided in this Agreement, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. This requirement to maintain includes, but is not limited to, snow removal, landscape maintenance, and utilities as required to effectively use the Premises.

11. **UTILITY CHARGES; TENANT GENERATOR**: The only utilities to the Premises shall be electricity and natural gas in Tenant's name and which Tenant shall cause, at Tenant's cost, to be separately metered from the remainder of Landlord's Property. Landlord acknowledges as part of Tenant's use of the Premises, Tenant shall install a generator.

12. **WASTE**: Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

13. **INSURANCE**. Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, a policy of commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than One Million and no/100 Dollars ($1,000,000.00) covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form general liability endorsement. The policy shall also be endorsed to provide that the additional insured party will be notified of the cancellation or non-renewal at least thirty (30) days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

14. **INDEMNIFICATION**. Tenant shall indemnify, protect, defend and hold City and its officers, directors, members, city council, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring as a result of any acts or omissions of Tenant, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with Tenant's use of the Premises.

15. **ASSIGNMENT**: Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably conditioned, delayed, or withheld. Any such assignment or subletting without the consent of the Landlord, shall be void and, at the option of the Landlord, Landlord may terminate this Agreement. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under the Agreement or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

16. **QUIET ENJOYMENT**: Landlord warrants that Tenant shall have possession and

quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

17. **DEFAULT**: Each of the following acts and omissions shall constitute a default and a breach of this Agreement:

a. Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Tenant or Landlord whether instituted by or against Tenant or

Landlord, as applicable, or any other similar action or proceeding.

b. The failure of Tenant to pay the Rent for a period of ten (10) calendar days after Tenant receives written notice of such non-payment.

c. The failure of Tenant or Landlord to comply with any other provision of this Agreement for a period of thirty (30) days after written notice of such failure; provided, however, in the event that such cure shall be reasonably expected to exceed thirty (30) days, Tenant's or Landlord's cure right shall be extended provided that such cure is commenced within thirty (30) days and such cure is diligently pursued.

18. **REMEDIES**: In addition to any other remedies available to the non-defaulting party, upon a default by a party, the non-defaulting party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

19. **HOLDING OVER**: If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser. If Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month-to-month subject to all the terms of this Agreement except for the rental charged, which during the hold over period shall be at a rate which is the same as the last rental rate.

20. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall attorn to Landlord's successor in interest.

21. **TERMINATION**: Upon termination of this Agreement, Tenant shall:

a. Deliver possession of the Premises to Landlord in good condition as at the commencement of this Agreement, ordinary wear and tear excepted.

b. Leave undisturbed all non-trade fixtures and improvements.

c. Remove from the Premises all trade fixtures and other personal property of Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or personal property.

22. **MISCELLANEOUS**:

No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other party, as applicable.

Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed (a) if to Landlord, at City of Joplin, 602 S. Main Street, Joplin, MO 64801 and (b) if to Tenant, at ALLO Communications LLC, c/o President, 330 S. 21st Street, Lincoln, NE 68510.

Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

This Agreement shall be binding upon the successors in interest of the parties.

This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING FROM, OR RELATED TO, THIS AGREEMENT.

The foregoing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

LANDLORD: **City of Joplin**

By:_____
Its:_____

Name: _____
(Please Print)

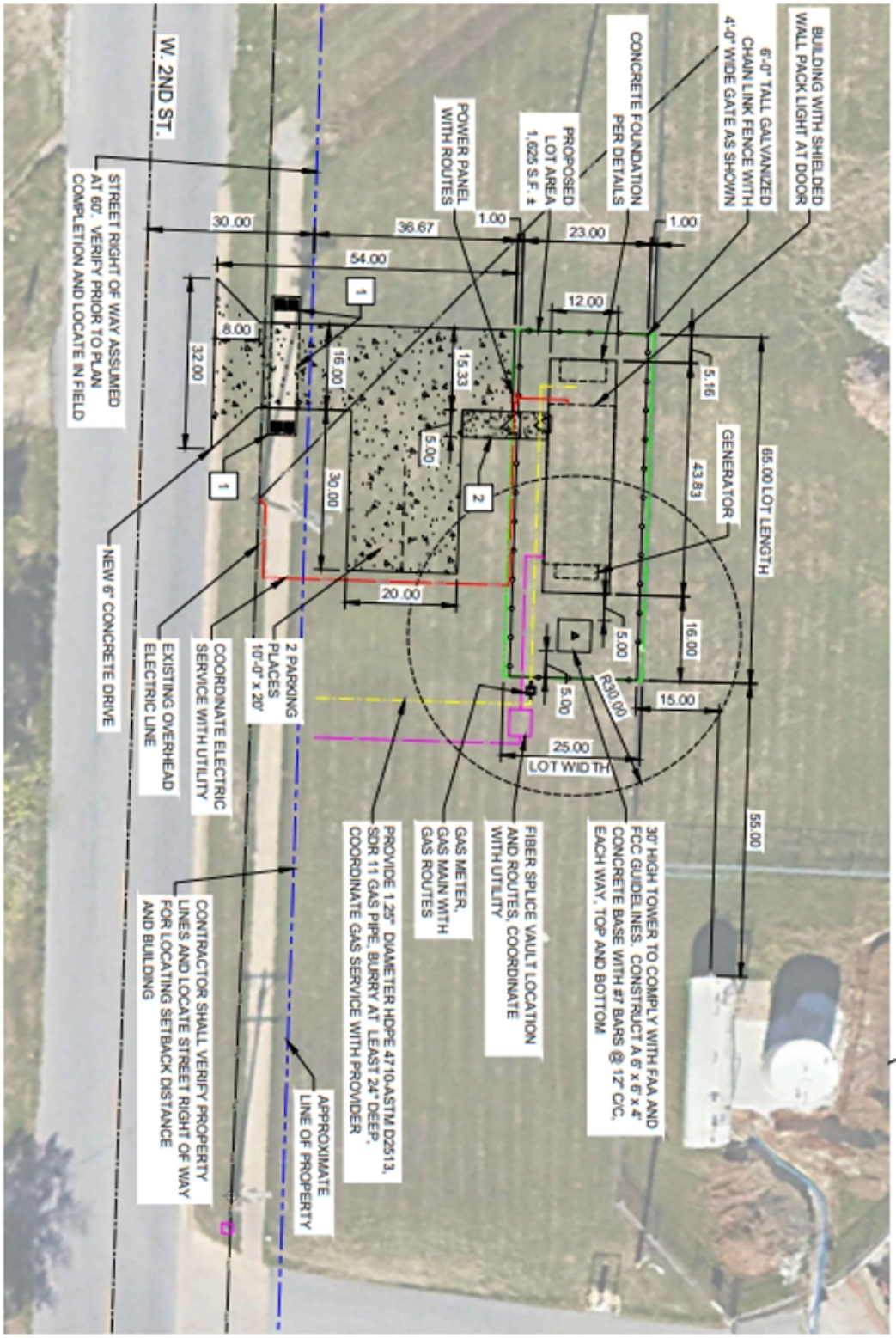
TENANT: **ALLO Communications LLC, a Nebraska limited liability company**

By:_____
Its: President and CEO

Name: Bradley A. Moline

Exhibit A

EXHIBIT A



1 SIDEWALK REMOVAL AND CONSTRUCTION. REMOVE EXISTING SIDEWALK TO NEAREST JOINT BEYOND NEW DRIVE CONCRETE. PLUG ONE PANEL. PROVIDE NEW CONCRETE SIDEWALK TO MATCH EXISTING WIDTH AND THICKNESS. PROVIDE ADA NOTIFICATION PANELS IN SIDEWALK APPROACHES AT EACH SIDE OF NEW DRIVE.

2 6" CONCRETE SIDEWALK. MATCH STOOP AND NEW DRIVE ELEVATIONS AT EACH END.

SITE PLAN

SCALE: 1" = 20'

COUNCIL BILL NO. 2024-275 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with ALLO Communications LLC, a Nebraska limited liability company, for the purpose of leasing a certain land in the area commonly known as 1301 W 2nd Street, Joplin MO to ALLO Communications LLC to use the premises for a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

WHEREAS, in the Smarter Joplin Roadmap expand internet access and improve connectivity was identified as a primary concern in a resident survey; and

WHEREAS, the Broadband Gap Analysis Report identified the specific challenges with connectivity in the city of Joplin including issues with availability, capacity and affordability; and

WHEREAS, the COVID-19 Pandemic has shown that residents need to be connected to be able to work, educate, and receive healthcare from home; and

WHEREAS, for the City of Joplin to remain competitive in the areas of business attraction and retention, transportation, education, health care and other sectors that rely on the exchange of data and information;

WHEREAS, Council Bill 2024-264 approved the Development Agreement with ALLO Missouri, LLC to construct a fiber optic network that is able to offer high quality, fiber optic broadband to substantially all residents, anchor institutions, and business in the City that are accessible using public rights-of-way and similar public easements, ways and extensions and additions thereto.

WHEREAS, this Council Bill deals generally with the placement of a Central Office on city property and the lease of that property from the City to ALLO.

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

Section 1. That the Lease Agreement between the City of Joplin and ALLO Communications LLC, for the leasing of real estate located at 1301 W. 2nd Street, Joplin, Missouri, a true and accurate copy of said Lease Agreement being attached hereto and incorporated herein by reference as Exhibit “A”, be, and the same is, hereby approved.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2024-275

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-276 Ground Lease Agreement with ALLO Communications LLC, a Nebraska limited liability company for the location of a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy.

MEETING DATE
July 15, 2024

ORIGINATING DEPT
Planning & Community Development

ATTACHMENTS
Council Bill 2024-276; Ground Lease Agreement (location 2749 E 30th Street, Joplin MO) ALLO Communications LLC

REVIEWED BY
Director of Planning, Development & Neighborhood Services: Troy Bolander; Public Works Director: Dan Johnson; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the Ground Lease Agreement for a portion of land located at 2749 E. 30th Street, Joplin MO

BACKGROUND
April 15, 2024 council approved the Development Agreement between City of Joplin and ALLO Missouri, LLC for an amount not to exceed Five Million and 00/100 dollars ($5,000,000).
As part of the detailed design package, site specific requirements for hardened equipment and structures by specific location were established. This allows for the network design to have explicit attention to redundancy and overall system resilience and considering spatial composition of critical facilities. Hardening refers to the resiliency provided through enhanced protective barriers to the network, safeguarding it from technical or physical damage and ensuring uninterrupted internet access.
The City requested 2 Central Offices be placed with a buried fiber ring connecting the facilities providing redundancy of the Network in the event the primary CO is unable to serve the network. The locations of both locations were mutually agreed upon by the ISP and the City prior to the construction of the Network. One location will be on the site of City of Joplin Public Works facility at 1301 W 2nd St with a second location at 2749 E. 30th Street.

RECOMMENDATION
Staff recommends approval of Council Bill 2024-276, Ground Lease Agreement (Location 2749 E. 30th Street, Joplin MO) with ALLO Communications LLC.

GROUND LEASE AGREEMENT

This Ground Lease Agreement (**Agreement**) is entered into between the City of Joplin (**Landlord**) and ALLO Missouri, LLC, a Nebraska limited liability company (**Tenant**) as of August 6, 2024 ("Effective Date").

The Parties agree:

1. **DESCRIPTION**: Landlord leases to Tenant the area identified on Exhibit A, attached hereto and incorporated herein by reference, consisting of approximately 2,150 square feet at approximately 2749 E. 30th Street, Joplin, MO (**Premises**).

2. **TERM**: The initial term of this Agreement (**Initial Term**) shall commence as of the Effective Date and continue until the tenth (10th) anniversary of the Effective Date at which time it shall terminate, unless sooner terminated or renewed as provided herein. Upon providing no fewer than thirty (30) days written notice to Landlord prior to the expiration of the Initial Term or first Renewal Term, as applicable, Tenant shall have the option to extend this Agreement for two (2) additional ten (10) year terms (each, a **Renewal Term**, together with the Initial Term, the **Term**), upon the terms and conditions as stated herein. If Tenant fails to provide a notice of renewal, the Agreement shall renew on a month-to-month basis upon the same terms and conditions as stated herein and shall be terminable at any time, by either party, with thirty (30) days' written notice to the other party.

3. **RENT**: During the Term, Tenant shall pay to Landlord as Rent $500.00 per month, with payment due on the first day of each month, and such Rent shall be prorated for any partial calendar months. For each year of any Renewal Term and commencing on the first day of each year of any such Renewal Term, Rent for the applicable year shall be determined by multiplying the monthly Rent for the immediately preceding year by the lesser of: (a) 1.03, representing a three percent (3%) annual increase; or (b) a number equal to the percentage increase in the CPI over a 12 month period, calculated by using the most recently published CPI and the CPI published 12 months earlier. "CPI" shall mean the Revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City Average, All Items (1982-84 = 100).

4. **USE**: Tenant shall use the Premises for a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose, which consent shall not be unreasonably conditioned, delayed, or withheld.

5. **CONDITION OF PREMISES**: Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and "As Is" condition.

6. **ACCESS; FIBER FACILITIES**. Access to the Premises shall be nonexclusive,

i.e., the access shall be shared with other users, tenants and owners. In addition to Tenant's access rights described herein, Tenant shall also have the right to install and maintain conduit, fiber optic lines, and related facilities (which shall include, but not be limited to, any utilities, *e.g*., electricity, natural gas, or any similar utilities that may be reasonably required to operate the fiber facilities (collectively, **Fiber Facilities**) so as to allow Tenant to utilize its data bunker situated on the Premises. The Fiber Facilities shall be located in existing utility easements to the extent possible, but in any event within fifteen (15) feet of the boundary of the Premises in easements that are nonexclusive. Tenant and Landlord shall mutually agree on the exact placement of the Fiber Facilities prior to installation and Tenant shall be solely responsible for the repair and maintenance of the Fiber Facilities.

Landlord will grant Tenant any access and utility easements necessary for the installation of Fiber Facilities to Tenant's data bunker/central office located on the Premises. This obligation shall apply to the parcel containing the Premises, and to any adjacent parcels owned by Landlord.

7. **TAXES**: At any time, in the event improvements placed on the Premises by Tenant cause an annual tax increase over the taxes due in the year of the Effective Date of this Agreement (**Base Year**), Tenant shall, upon billing by Landlord and Landlord's provision of reasonable supporting documentation demonstrating the applicable increase, reimburse Landlord within twenty (20) days in the amount of the applicable tax increase. The obligations in this Section shall survive termination of this Agreement and Tenant shall remain obligated to pay taxes on improvements as stated herein that have accrued up to the date of termination or expiration of this Agreement.

8. **IMPROVEMENTS BY LANDLORD**: Landlord reserves the right to make improvements, alterations, or additions to the Premises, but shall not materially change the general appearance, location or area of the Premises. Further, Landlord's improvements shall not unreasonably disturb or interfere with Tenant's improvements.

9. **IMPROVEMENTS BY TENANT**: Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications to Landlord and securing Landlord's written consent, which shall not be unreasonably conditioned, delayed, or withheld. Tenant shall pay all costs of improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall hold Landlord harmless from any costs, liens, or damages. Upon termination or expiration of this Agreement, Tenant shall, at Tenant's sole cost and expense, remove from the Premises all of Tenant's leasehold improvements, including without limitation, interior and exterior signs, trade fixtures and equipment, and other such items that have been installed or placed on the Premises by Tenant, by Tenant's predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as "Tenant's Property"), and Tenant shall repair all damage resulting from such removal.

Upon completion and installation of the central office and all associated fiber facilities and utilities, and at Tenant's request, Landlord and Tenant shall execute an addendum to this Lease documenting and approving the placement all Fiber Facilities and any associated improvements.

10. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant shall, throughout the Term of this Agreement, at its own cost, and without any expense to Landlord, keep and maintain the Premises and Tenant's Property, including all appurtenances, in good, sanitary and neat order, condition and repair, and, except as specifically provided in this Agreement, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. This requirement to maintain includes, but is not limited to, snow removal, landscape maintenance, and utilities as required to effectively use the Premises.

11. **UTILITY CHARGES; TENANT GENERATOR**: The only utilities to the Premises shall be electricity and natural gas in Tenant's name and which Tenant shall cause, at Tenant's cost, to be separately metered from the remainder of Landlord's Property. Landlord acknowledges as part of Tenant's use of the Premises, Tenant shall install a generator.

12. **WASTE**: Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

13. **INSURANCE**. Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, a policy of commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than One Million and no/100 Dollars ($1,000,000.00) covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form general liability endorsement. The policy shall also be endorsed to provide that the additional insured party will be notified of the cancellation or non-renewal at least thirty (30) days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

14. **INDEMNIFICATION**. Tenant shall indemnify, protect, defend and hold City and its officers, directors, members, city council, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring as a result of any acts or omissions of Tenant, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with Tenant's use of the Premises.

15. **ASSIGNMENT**: Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably conditioned, delayed, or withheld. Any such assignment or subletting without the consent of Landlord, shall be void and, at the option of Landlord, Landlord may terminate this Agreement. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under the Agreement or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to

Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

16. **QUIET ENJOYMENT**: Landlord warrants that Tenant shall have possession and quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

17. **DEFAULT**: Each of the following acts and omissions shall constitute a default and a breach of this Agreement:

a. Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Tenant or Landlord whether instituted by or against Tenant or Landlord, as applicable, or any other similar action or proceeding.

b. The failure of Tenant to pay the Rent for a period of ten (10) calendar days after Tenant receives written notice of such non-payment.

c. The failure of Tenant or Landlord to comply with any other provision of this Agreement for a period of thirty (30) days after written notice of such failure; provided, however, in the event that such cure shall be reasonably expected to exceed thirty (30) days, Tenant's or Landlord's cure right shall be extended provided that such cure is commenced within thirty (30) days and such cure is diligently pursued.

18. **REMEDIES**: In addition to any other remedies available to the non-defaulting party, upon a default by a party, the non-defaulting party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

19. **HOLDING OVER**: If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser. If Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month-to-month subject to all the terms of this Agreement except for the rental charged, which during the hold over period shall be at a rate which is the same as the last rental rate.

20. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall attorn to Landlord's successor in interest.

21. **TERMINATION**: Upon termination of this Agreement, Tenant shall:

a. Deliver possession of the Premises to Landlord in good condition as at the commencement of this Agreement, ordinary wear and tear excepted.

b. Leave undisturbed all non-trade fixtures and improvements.

c. Remove from the Premises all trade fixtures and other personal property of Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or personal property.

22. **MISCELLANEOUS**:

No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other party, as applicable.

Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed (a) if to Landlord, at City of Joplin, 602 S. Main Street, Joplin, MO 64801 and (b) if to Tenant, at ALLO Communications LLC, c/o President, 330 S. 21st Street, Lincoln, NE 68510.

Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

This Agreement shall be binding upon the successors in interest of the parties.

This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING FROM, OR RELATED TO, THIS AGREEMENT.

The foregoing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

LANDLORD: **City of Joplin**

By:_____
Its:_____

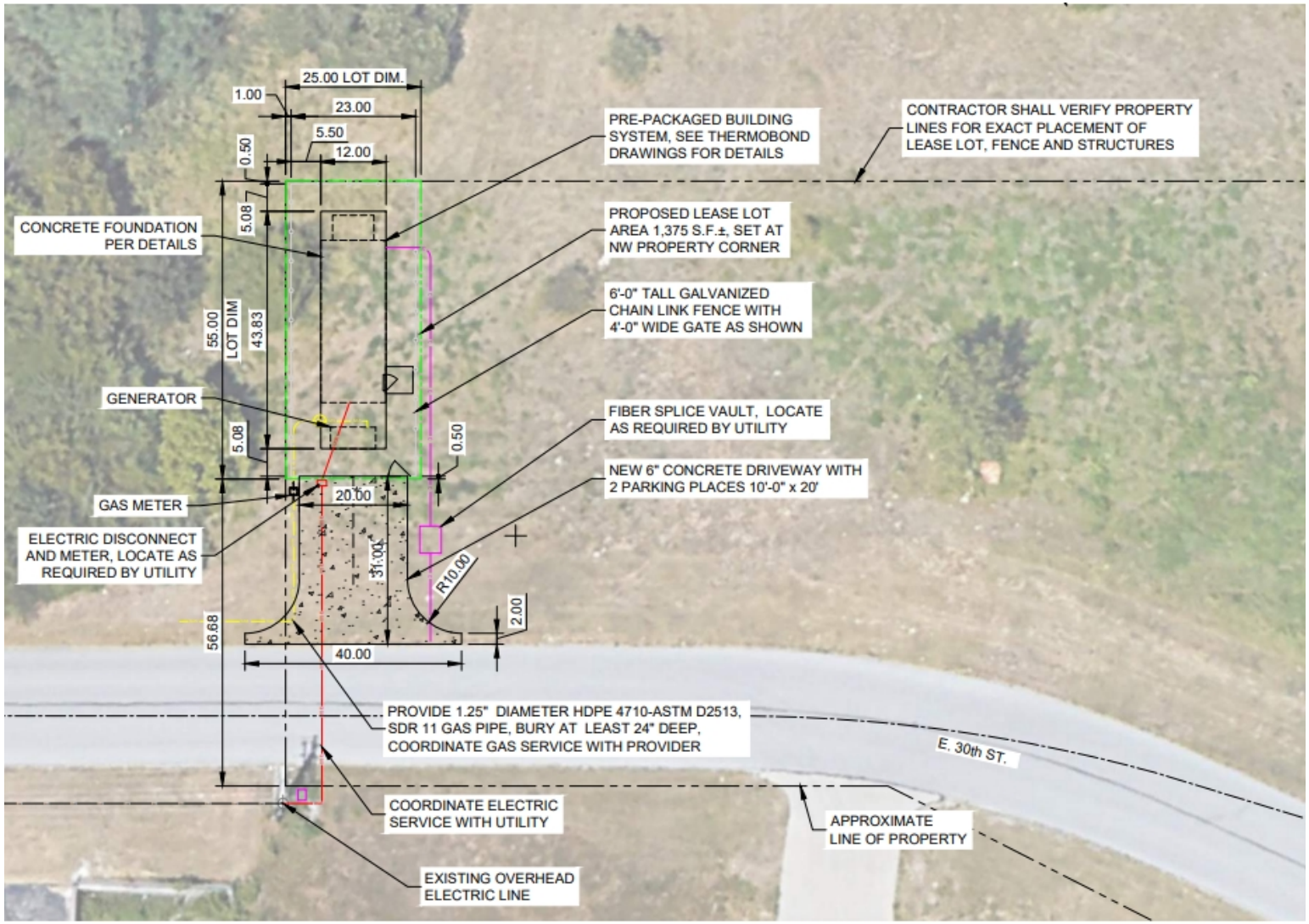
Name:_____
(Please Print)

TENANT: **ALLO Missouri, LLC, a Nebraska limited liability company**

By:_____
Its: President and CEO

Name: Bradley A. Moline

EXHIBIT A
The Premise



NORTH

SITE PLAN

SCALE: 1" = 20'

COUNCIL BILL NO. 2024-276 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with ALLO Communications LLC, a Nebraska limited liability company, for the purpose of leasing a certain land in the area commonly known as 2749 E 30th Street, Joplin MO to ALLO Communications LLC to use the premises for a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

WHEREAS, in the Smarter Joplin Roadmap expand internet access and improve connectivity was identified as a primary concern in a resident survey; and

WHEREAS, the Broadband Gap Analysis Report identified the specific challenges with connectivity in the city of Joplin including issues with availability, capacity and affordability; and

WHEREAS, the COVID-19 Pandemic has shown that residents need to be connected to be able to work, educate, and receive healthcare from home; and

WHEREAS, for the City of Joplin to remain competitive in the areas of business attraction and retention, transportation, education, health care and other sectors that rely on the exchange of data and information;

WHEREAS, Council Bill 2024-264 approved the Development Agreement with ALLO Missouri, LLC to construct a fiber optic network that is able to offer high quality, fiber optic broadband to substantially all residents, anchor institutions, and business in the City that are accessible using public rights-of-way and similar public easements, ways and extensions and additions thereto.

WHEREAS, this Council Bill deals generally with the placement of a Central Office on city property and the lease of that property from the City to ALLO.

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

Section 1. That the Lease Agreement between the City of Joplin and ALLO Communications LLC, for the leasing of real estate located at 2749 E. 30th Street, Joplin, Missouri, a true and accurate copy of said Lease Agreement being attached hereto and incorporated herein by reference as Exhibit “A”, be, and the same is, hereby approved.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2024-276