COUNCIL AGENDA
Monday, August 5, 2019
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Joplin Vision 2022 Representatives Shelly Kraft And Audie Dennis Will Present A Summary Of The Feasibility Study For The Creative Learning Alliance.

      Documents:

      FINAL DRAFT-061119.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Update On The Discussion Of Police And Fire Recruiting, Retention And Benefit Issues, Presented By Finance Director Leslie Haase

      Documents:

      AUG 5 2019 COUNCIL UPDATE PRESENTATION FINAL.PDF

6. **Citizen Requests And Petitions**

   1. Jon Schwarten And Jeff Jones Would Like To Address The City Council To Seek Possible City Funding For A MAPS Style Van For Joplin Workshops Inc.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-269
      AN ORDINANCE providing to vacate approximately 480 feet of a 10-foot wide utility easement located approximately 145 ft. West and 175ft South of the intersection of 26th Street and Maiden Lane Avenue.

      Documents:

      CB 2019-269 REPORT.PDF
      CB 2019-269 SUMMARY.PDF
      CB 2019-269.PDF
      CB 2019-269 MINUTES.PDF

   3. Case 024-19
      Case 024-19: Located on the West side of Virginia Ave. between 9th St. and 10th St. – A request to declare surplus city property – City of Joplin.

Documents:

CASE 024-19 REPORT.PDF
CASE 024-19 SUMMARY.PDF
CASE 024-19-MINUTES .PDF

4. COUNCIL BILL NO. 2019-270
AN ORDINANCE approving a request by Lera Dill to remove from District M-2 (Heavy
Industrial) and include in District C-2 (Central Business) for the operation of a duplex.

Documents:

CB 2019-270 MINUTES.PDF
CB 2019-270 REPORT.PDF
CB 2019-270 SUMMARY.PDF
CB 2019-270.PDF

8. **Consent Agenda**

1. July 15, 2019 Informal Council Meeting Notes

Documents:

INF NOTES JULY 15, 2019.PDF

2. Minutes Of The July 15, 2019 City Council Meeting

Documents:

JULY 15, 2019.PDF

3. COUNCIL BILL NO. 2019-268
\AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 3106 Connecticut Ave, City of Joplin, Jasper County, Missouri.

Documents:

CB2019-268.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2019-138

AN ORDINANCE Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Runway 18-36 and ARFF Personal Safety Equipment at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2019-138 FAA GRANT RNWAY 18-36 DESIGN.PDF
CB 2019-138 FAA GRANT RUNWAY 18-36 DESIGN.PDF
2019-138 FAA GRANT 18-36 AND ARFF GEAR.PDF
GRANT BUDGET SHEET.PDF
RUNWAY 18-36 MAP.PDF

2. COUNCIL BILL NO. 2019-139

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of seven hundred twenty-two thousand forty-three dollars and ninety-one cents ($722,043.91) for Engineering Design Services for the Design of Runway 18-36 at the Joplin Regional Airport, authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2019-139 CMT DESIGN CONTRACT RUNWAY 18-36.PDF
CB 2019-139 CMT RUNWAY 18-36 DESIGN.PDF
CMT DESIGN 18-36 AGREEMENT.PDF

3. COUNCIL BILL NO. 2019-140

AN ORDINANCE authorizing the acceptance of a MoDOT Airport Aid Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport authorizing the City Manager or City Administrator to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2019-140 MODOT AID AGREEMENT AIR SERVICE PROMOTION.PDF
CB 2019-140 MODOT AID AGREEMENT AIR SERVICE PROMOTION.PDF
MODOT AGREEMENT 2019-140.PDF

4. COUNCIL BILL NO. 2019-141

An ORDINANCE authorizing a revised Lease agreement with the Freedom of Flight Museum at the Joplin Reginal Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2019-141 REVISED MUSEUM LEASE.PDF
CB 2019-141 REVISED MUSEUM LEASE.PDF
FREEDOM OF FLIGHT LEASE.PDF

5. COUNCIL BILL NO. 2019-142

AN ORDINANCE approving an agreement with BTB Investment Properties to provide sanitary sewer to property located at 4500 South Rangeline Road, authorizing the City Manager to execute or his designee to execute

the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

LOCATION MAP DOLLAR GENERAL SITE - LEAWOOD.PDF
LEAWOOD ORDINANCE 2019-1 - OUT-OF-TOWN AGREEMENT WITH JOPLIN AND BTB.PDF
LEAWOOD 1993 WITH SIGNED ORDINANCE 93-126.PDF
OUT OF TOWN SEWER AGREEMENT- LEAWOOD DOLLAR GENERAL BTB INVESTMENT PROPERTIES.PDF
CB 2019-142 SUMMARY SHEET AGREEMENT FOR SEWER SERVICE - BTB INVESTMENTS - DG LEAWOOD - REV1.PDF
CB2019-142-ORDINANCE .PDF

6. COUNCIL BILL NO. 2019 – 366
AN ORDINANCE approving the contract by and between the City of Joplin and Camcor Environmental for the demolition of the structure(s) and clearing of lot area located at 306 S. Florida Ave. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Fifty and 00/100 Dollars ($ 2,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-366 BIDS.PDF
CB 2019-366 PICTURES.PDF
CB 2019-366 SUMMARY.PDF
CB 2019-366.PDF

7. COUNCIL BILL NO. 2019-367
AN ORDINANCE approving the contract by and between the City of Joplin and Blackfoot Dirtworks for the demolition of the structure(s) and clearing of lot area located at 215 N. Oak Ave. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Fifty four and 00/100 Dollars ($ 2,954.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-367 BID.PDF
CB 2019-367 PICTURES.PDF
CB 2019-367 SUMMARY.PDF
CB 2019-367.PDF

8. COUNCIL BILL NO. 2019-401
AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #5 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Eight Hundred Fifty-four Thousand, Five Hundred Nine Dollars ($854,509.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents:

CB 2019-401 SUMMARY.PDF
CB 2019-401 WORK AUTHORIZATION 5.PDF
CB 2019-401.PDF

9. COUNCIL BILL NO. 2019-616

AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations; and containing an emergency clause.

Documents:

2019-616 SUMMARY SHEET.PDF
CB2019-616.PDF
2019MS_EA_RENEWAL.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-005
AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

Documents:

CB2019-005_ETHICS_RE-ADOPTION SEC 2-107_FINANCIAL INTEREST DISCLOSURE DUE 9-15-2019.PDF

2. COUNCIL BILL NO. 2019-143
AN ORDINANCE approving an agreement with Gary B. Young and Kimberly D. Young to provide residential sanitary sewer to property located at 3931 Apricot Drive, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2019-143 SUMMARY SHEET AGREEMENT FOR SEWER SERVICE - YOUNG 3931 APRICOT - REV1.PDF
LOCATION MAP EXHIBIT - YOUNG SWR AGREEMENT.PDF
STANDARD OUT OF TOWN SEWER AGREEMENT - YOUNG 3931 APRICOT.PDF
CB2019-143.PDF

3. COUNCIL BILL NO. 2019-271
AN ORDINANCE establishing grades and accepting the Plat of Sonic Addition #2 Subdivision located at 1030 E. 7th Street in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2019-271 MINUTES.PDF
CB 2019-271 REPORT.PDF
CB 2019-271 SUMMARY.PDF
CB 2019-271.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Set The Public Hearing Date For The FY2020 Proposed Budget For August 19, 2019.

    2. Set The Public Hearing Date For Property Tax Rate For August 26, 2019.

    3. News From Public Information Officer Lynn Onstot

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

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

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

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

Discovery Center

Prepared by:
ConsultEcon, Inc.

Prepared for:
Creative Learning Alliance

June 2019

TABLE OF CONTENTS

Section		Page
	TABLE OF CONTENTS	1
	LIST OF TABLES	2
	LIST OF FIGURES	3
	EXECUTIVE SUMMARY	4
Section I	INTRODUCTION AND ASSUMPTIONS	10
Section II	POTENTIAL LOCATIONS AND AREA EVALUATION	11
Section III	MARKET CONTEXT	29
Section IV	PRELIMINARY PROJECT DESCRIPTION	48
Section V	ATTENDANCE PROJECTIONS AND OPERATING CAPACITY	52
Section VI	OPERATING POTENTIAL	59
APPENDIX A	BENCHMARK EDUCATIONAL ATTRACTION DATA	79
APPENDIX B	ASSUMPTIONS	81

LIST OF TABLES

Table		Page
Table II-1	Potential Location Characteristics Summary Discovery Center	19
Table II-2	Potential Locations Traffic and Accessibility Discovery Center	20
Table II-3	Potential Locations Surrounding Development Discovery Center	21
Table II-4	Potential Locations Market Proximity Discovery Center	22
Table III-1	Resident Market Area Population Trend, 2010, 2018, and 2023 Discovery Center	31
Table III-2	Resident Market Area Median Age Profile, 2018 Discovery Center	32
Table III-3	Population of Children in the Resident Market Area, 2018-2023 Discovery Center	33
Table III-4	Household Characteristics in Resident Market Area, 2018 Discovery Center	34
Table III-5	Household Income Profile in Resident Market Area, 2018 Discovery Center	35
Table III-6	Tourism to Barton, Jasper, Newton and McDonald County, MO in 2016 Discovery Center	41
Table IV-1	Conceptual Program of Spaces of the Proposed Discovery Center Illustrative for Analytic Purposes Only	49
Table V-1	Stabilized Attendance Potential Discovery Center	54
Table V-2	Multi-Year Attendance Potential Discovery Center	56
Table V-3	High Day Facility Parameters Discovery Center	57
Table VI-1	Stable Year Admissions Analysis Discovery Center	61
Table VI-2	Attendance, Ticket Revenue and Membership Assumptions Discovery Center	62
Table VI-3	Operations Analysis Assumptions in Current Dollars Discovery Center	64
Table VI-4	Earned Revenue Potential Discovery Center	67

LIST OF TABLES (continued)

Table		Page
Table VI-5	Proposed Personnel Plan in Current Dollars Discovery Center	69
Table VI-6	Stable Year Operating Expenses in Current Dollars Discovery Center	72
Table VI-7	Estimated Operating Expenses Discovery Center	75
Table VI-8	Net Income Summary Discovery Center	77
Table A-1	Benchmark Attractions Discovery Center	80

LIST OF FIGURES

Figure		Page
Figure II-1	Regional Map Relative to Joplin Discovery Center	12
Figure II-2	Map of Selected Joplin Commercial, Cultural and Institutional Amenities Discovery Center	14
Figure II-2	Map Key for Selected Joplin Commercial, Cultural and Institutional Amenities Discovery Center	15
Figure II-3	Identified Potential Location Areas Discovery Center	18
Figure II-4	Discovery Centers and Children's Museums within a Two-Hour Drive Time of Discovery Center	25
Figure III-1	Resident Market Area Definition Discovery Center	30
Figure III-2	Forecast of Total Visitation to Missouri Discovery Center	37
Figure III-3	Missouri Tourism by Season, FY 2016 Discovery Center	38
Figure III-4	Missouri Tourism Popular Trip Activities, FY 2016 Discovery Center	39
Figure III-5	Forecast of Total Visitation to Missouri, FY 2016 Discovery Center	40
Figure III-6	Joplin Lodging Room Nights Supply and Demand, 2017 Discovery Center	43
Figure III-7	Map of Route 66 in the Joplin Area	45

EXECUTIVE SUMMARY

This report provides an initial evaluation of the market and operating opportunity for a Discovery Center to serve Joplin and the surrounding region. This report evaluates several location opportunities; analyzes the area's resident and tourist markets; and, provides a preliminary project concept and a conceptual program of spaces. Based on this initial concept, attendance potential and a pro forma analysis of the revenue potential and operating plan are prepared.

Assessment of Community Needs and Project Benefits

The proposed Discovery Center supports the pillars of the Vision Joplin 2022. Access to a Discovery Center will improve the quality of life for families in the region by providing a space for children to safely learn and grow in. The Discovery Center will showcase the regional identity and uniqueness of the region, will benefit local and regional school districts, businesses, and support economic and tourism development.

Potential Discovery Center Locations

As the central urban location in the region, the focus has been on a location in Joplin. Six potential sites have been identified by the Creative Learning Alliance. See Page 17 for site evaluation. These locations have differing characteristics and further investigations into their availability, buildability and architecture and engineering implications are warranted to designate a preferred site.

Preliminary Project Description

For the purposes of this analysis and to inform design development moving forward, a preliminary project description has been established. (See page 48.) This preliminary project description is the basis for the attendance potential analysis and the preliminary operating plan. As visitor experience planning and architectural programming advance, the project description and program of spaces would also be refined.

The proposed Discovery Center is imagined as an interactive, hands-on learning experience for families and children. A focus on STEAM related experiences is desired by the community. The STEAM acronym describes a popular concept in discovery centers and children's museums in recent years – - Science, Technology, Engineering, Art and Math. Experiences and exhibits that bring together these topics in engaging and thought-provoking ways can meet the child development aspirations of the project and also become

a highly repeatable and popular destination for local residents, area-wide residents on day trips and for tourists visiting the area. In addition, interpretive themes relevant to the region hold great interest. These might include geology and mining, Route 66, agriculture, weather and the living world. Chosen themes would be interpreted and experiences planned through the STEAM informal education approach. In addition to permanent exhibits, the Discovery Center would present changing exhibits in a gallery specially designed to provide new reasons to revisit and to serve niche audiences.

Discovery Center and museum development costs are typically higher than other types of developments due to their unique architecture and exhibit spaces that increase the cost of finishing the building to museum quality standards for collections and exhibitions. Development costs for discovery centers typically fall in a range from $450 to $600 per square foot or more, depending on the capital needs for the project. Development costs typically include:

- Acquisition of land and/or buildings
- Construction costs and contingency for building renovation or new construction
- Design, financing, permitting costs and contingency
- Pre-opening operations
- Endowment and fundraising expenses

Program of Spaces

Major program areas recommended for Discovery Center include exhibits, supportive public spaces and non-public spaces such as administrative, exhibit creation and repair, receiving and storage and building infrastructure. Based on this analysis of the program of spaces, the total building area required for the proposed Discovery Center may range from 17,000 square feet to 23,000 square feet with a mid-range of 20,000. About 40 percent of the space would be exhibit areas and 20 percent supportive public spaces with the remainder administrative, back of house and building operations spaces. (See Page 49.)

Resident Market

The resident market is defined as the 45-minute drive time to Joplin and is further divided into the Primary Market Area: 0 to 15-minute drive; Secondary Market Area: 15 to 30-minute drive; and the Tertiary Market Area: 30 to 45-minute drive. The Total Resident Market Area is estimated to be a population of 287,900 people with a median age of 37.6 and an average household size of 2.53 people. (See page 29.)

The percentage of family households in the Resident Market is 66.3 percent of total households. There is a total of 67,100 children living in the Resident Market Area, and that population is projected to grow by 2.5 percent by 2023. Overall, the Resident Market has a significant population of families and children available to support the Discovery Center.

Tourist Market

In FY 2016, Missouri received 41.7 million visitors to the state. Visitors to the state have been increasing since FY 2010. The median age of Missouri travelers is 43 years old, and approximately one-third of Missouri tourists are families. While on their leisure trip, 25 percent of visitors report attending family attractions and 17 percent of visitors report visiting museums/cultural attractions. Visitation to the state is relatively steady throughout the year without substantial seasonal fluctuation. (See page 36.)

While Joplin is a regional destination with its "Small Town America" charm, connection to Route 66 and its local history, there is limited available statistics regarding tourism. Based on the best available data, a reasonable estimate of traveler volume is 250,000 annual visitors including persons who stayed in paid accommodations and visiting friends and relatives.

Regional Discovery Centers and Children's Museums

The Discovery Center will fill a void for discovery centers and children's museums. From a competitive perspective, there are three discovery centers and children's museums within a 75-minute drive time. (See page 28.) In addition, Tulsa contains two facilities in about a two-hour drive from the area. Overall, this regional context provides an excellent opportunity for the Discovery Center to meet the needs of the local area as well as families residing within a one-hour drive of the site.

Attendance Potential

The Discovery Center has attendance potential from both resident and visitor markets. A repeat attendance pattern locally can be developed, and the "critical mass" of attraction elements can be created to also attract out-of-town visitors, typically those visiting local friends and relatives. The estimate of attendance potential at the Discovery Center has been prepared through a "gravity model" analytical approach. That is, the propensity to visit the Discovery Center is strongest among people who reside the closest with a decrease in attendance among those people living further from the site.

An attendance potential range has been established for a stabilized year of operation. The Discovery Center is estimated at 68,000 to 91,000, with a mid-range planning factor of

79,000. (See page 54.) The ratio of attendance to available resident and tourist markets is typical for comparable facilities. Stabilized attendance levels are typically achieved in the third or fourth year after opening. Estimates of peak attendance days and peak parking demand for the Discovery Center were prepared. At peak periods, the facility would have an estimated 170 to 210 visitors in-house under a mid-range attendance scenario requiring between an estimated 69 to 84 parking spaces at peak periods plus upwards of 25 spaces for staff and volunteers. The preliminary proposed scale of Discovery Center would accommodate this level of visitation.

Operating Revenues

Operating revenues of the Discovery Center will be derived mainly from admission ticket sales, but substantial additional revenue will be derived from sources such as gift shop sales, memberships, and use of the facility for day camps, after school programming, and birthday parties. The stable year earned revenue potential for the Discovery Center is approximately $716,000 in current value of the dollar. (See page 67.) Earned revenue would be supplemented by a variety of non-earned revenues such as gifts, grants, endowment proceeds and gift-in-kind. The earned revenue potential is similar to many of the comparable educational attractions nationally.

Operating and Management Profile

The operating expense estimates for the Discovery Center were prepared to reflect the proposed facility program. The expenses reflect a tightly operated project with a "bottom line" orientation. Inputs to the operating expenses analyses include the experience of comparable facilities and the proposed "metrics" of the facility – its size, program and attendance potential.

The proposed program for the Discovery Center indicates a need for approximately 11 full-time and 20 part-time positions for a total of 21.0 full time equivalent (FTE) employees. The estimated salary budget for the personnel is approximately $753,000 with an estimated average taxes and fringe of 18 percent of total salaries in addition. (See page 68.) The salaries assumed in this analysis are prototypical for the industry and are not meant to set the compensation for a particular position.

In addition to personnel, individual expense items for the Discovery Center include: Utilities, Repairs and Maintenance, Insurance; Supplies and Materials; Advertising, Printing and Publications; Exhibit Reinvestment and Maintenance; Events and Programs; Administrative and a number of other categories. Also included in the operating budget are Capital Reserves to cover major non-recurring expenses for mechanical, electrical and

plumbing repairs and maintenance contracts. An annual replacement reserve budget of approximately 3 percent of total operating expenses is included in the operating plan. In a stable year of operations, the non-personnel expenses are estimated to total $424,000 annually in current value of the dollar plus $39,000 is budgeted for Capital Reserves. A Total Operating Budget of $1,352,000 in current value of the dollar is estimated for the Discovery Center. (See page 75.)

Net Operating Income Potential

The Discovery Center has substantial capacity to generate earned revenue. At the same time, Discovery Centers are complex and labor-intensive operation that requires non-earned contributed revenue to sustain operations. In a stabilized year, the non-earned revenue requirement is approximately $636,000 for breakeven operations. The analysis indicates that stable year earned revenues represent 45 percent of total needed revenues to support operations (including capital reserves). This operating model, however, does not account for building rent or land lease, which if required would increase operating costs and the amount of Non-Earned Revenues required. While some comparable institutions have lower earned revenue ratios and some have higher ratios, this 45 percent ratio is typical of educational attractions. (See page 76.)

Non-Earned Revenue Requirement

The Discovery Center will engage in ongoing fundraising, to establish financial reserves and endowment, and to secure operating grants and government sector support. Virtually all educational attractions require contributed revenues, including gifts, grants, and endowments, to supplement earned revenues. The estimated Discovery Center annual fund-raising requirements are well within industry norms. Contributed revenues should be targeted at levels higher than contained herein, as these would allow more robust levels of service provision, would create revenues to cover shortfalls in earned revenue that may occur, and could contribute to increasing the financial reserves and endowment the Discovery Center should build over time. (See page 77.)

Summary

Discovery Center has the potential to operate successfully over time with high quality and appropriately sized facilities are developed; marketing, education programs and operations are first rate; and, initial and ongoing fundraising is successful. This project will derive substantial income from admission tickets, memberships, programs and retail; however, active and successful fundraising is necessary to sustain the Discovery Center. The operating profile of the facility is similar to many of the comparable educational attractions, whose operating profiles and strategies have been used in preparing the

operating plan. Diversified and creative sources of revenue and sound fiscal management will assist the Discovery Center to sustain its operations.

Section I
INTRODUCTION AND ASSUMPTIONS

Joplin is the urban center for a vibrant region with a rich history and modern amenities. The City was greatly impacted by the tornado in 2011, and out of this tragedy the community has a renewed sense of spirit. The visionary community plan—*Vision Joplin 2022* outlines areas of growth and improvement the community wishes to focus on.—including education, governance, wellness, job growth, branding and quality of life. From this plan, the planning committee identified developing a Discovery Center, as a major enhancement for quality of life and as an anchor destination for the community and for the region. The plan is to develop a regional serving Discovery Center to achieve these goals.

This report evaluates several location opportunities; analyzes the area's resident and tourist markets; provides a preliminary project concept and a conceptual program of spaces. Based on this initial concept, attendance potential and a pro forma analysis of the revenue potential and operating plan is prepared.

In preparing this report, the assumptions listed in **Appendix B** were made. This study is qualified in its entirety by these assumptions.

Section II
POTENTIAL LOCATIONS AND AREA EVALUATION

This section describes the local and regional context and evaluates proposed site areas for the Discovery Center.

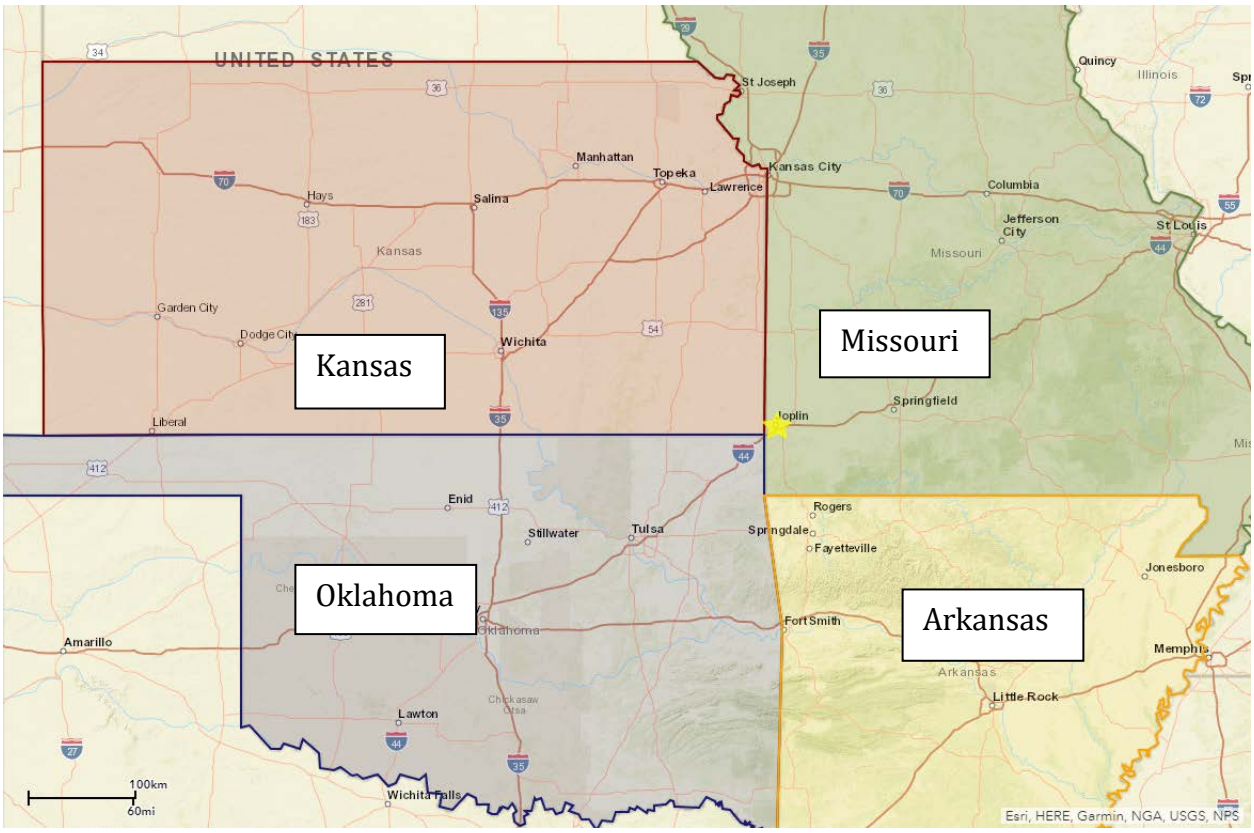
Regional Context

The Joplin, MO area is located in southwest Missouri and as shown in **Figure II-1,** is near three state borders: Kansas, Oklahoma, and Arkansas. Joplin is a commercial hub and serves as a center of services, health care, retail, education, entertainment and culture for the region.

Joplin is connected by Interstate 44[1] on an east-west axis to cities such as St. Louis and Springfield, MO to the east and Tulsa and Oklahoma City, OK to the west. Interstate I-49 going north-south, connects Joplin to Kansas City, MO to Northwest Arkansas – and on to Fort Smith, AR. Additionally, while not visible on Figure II-1, U.S. Route 66 goes directly through Joplin's downtown area, making Joplin a destination along that tourist route.

[1] In this section, Interstate 44 will be expressed as I-44

Figure II-1
Regional Map Relative to Joplin
Discovery Center



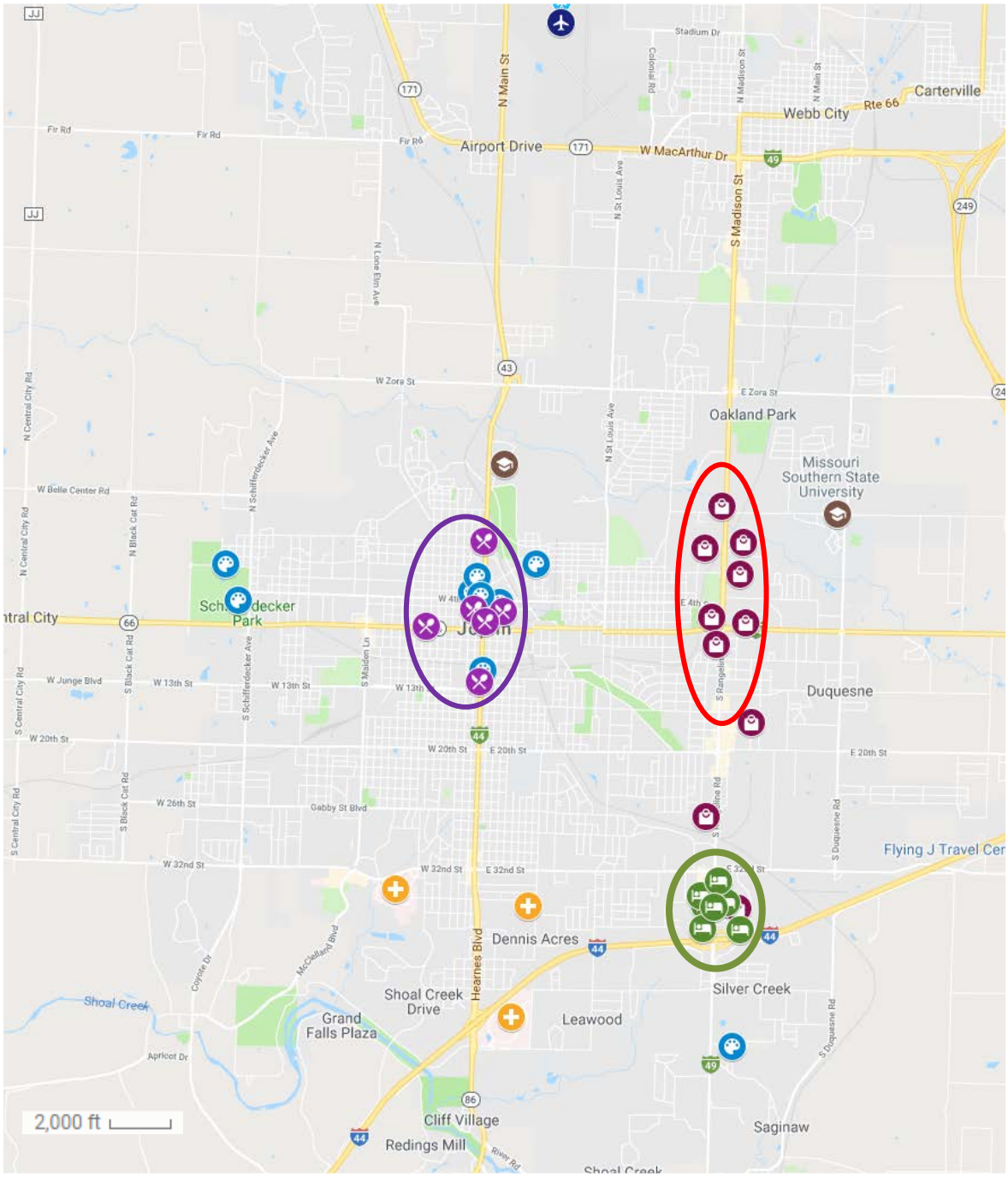
Source: ESRI and ConsultEcon, Inc.

City of Joplin as Regional Service Center

Joplin is a regional service center and many people visit Joplin for services, commerce and activities that are unavailable in their hometown. Joplin's central location and concentration of activities makes it the natural location for a regional serving Discovery Center. Data in Figure II-2 illustrates some of Joplin's assets. Commercial activities include a regional airport, shopping centers and a mall, a downtown retail district, colleges and the regional hospitals. Mercy and Freeman that serve Joplin and surrounding rural communities. Joplin also has a strong and growing cultural presence. The city has a library complete with an art gallery, Spiva Center for the Arts, local artists and galleries, and the city is in the process of developing its cultural center—that, in addition to the Discovery Center, will enrich Joplin's cultural offerings. Joplin is also home to multiple institutions of

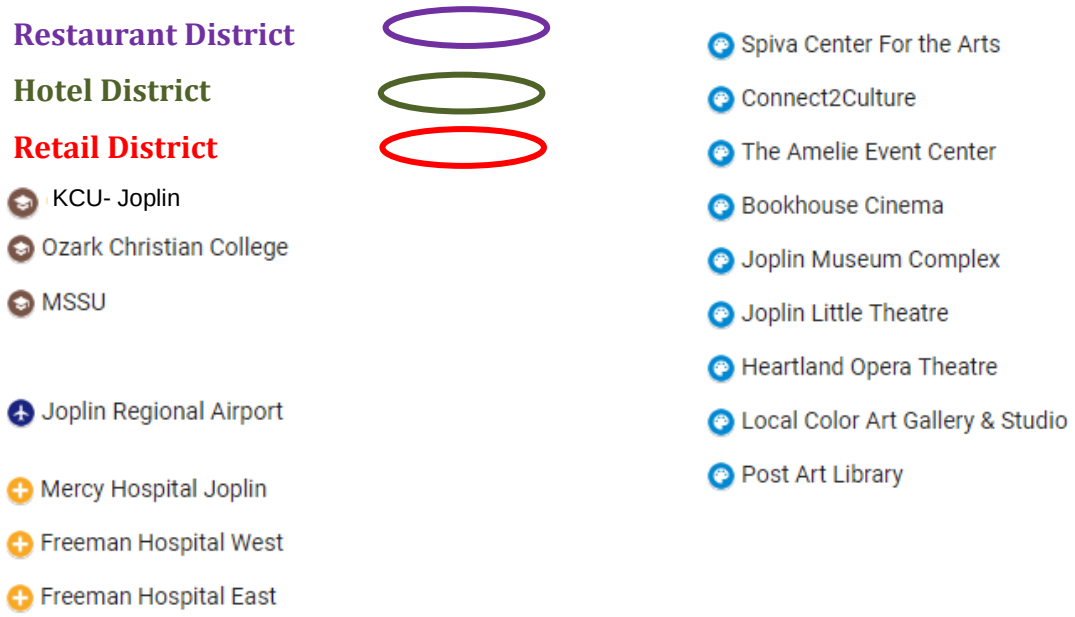
higher learning — Missouri State Southern University, Ozarks Christian College, Kansas City University Medical School and Vatterott College. The commercial, cultural and educational opportunities in Joplin contribute to the strength of the community and to its reputation as a regional destination. The Discovery Center will add to Joplin's existing assets and will support economic and community development. A location in Joplin is the best location to serve the surrounding region.

Figure II-2
Map of Selected Joplin Commercial, Cultural and Institutional Amenities
Discovery Center



Source: Google Maps, Joplin CVB, and ConsultEcon, Inc.
Note: The map is a representative sample of commercial, hotel, art and cultural spaces, medical centers in Joplin, and does not represent locations of all offerings. It is intended to show clusters of commercial and institutional activity to inform the market study and site selection process.

Figure II-2
Map Key for Selected Joplin Commercial, Cultural and Institutional Amenities
Discovery Center



Source: Google Maps, Joplin CVB, and ConsultEcon, Inc.

Assessment of Community Needs and Project Benefits

The proposed Discovery Center supports the pillars of *Vision Joplin 2022.* Access to a Discovery Center will improve the quality of life for families in Joplin by providing a space for children to safely learn and grow.

The Discovery Center will showcase the regional identity and uniqueness of the local area and the region. It will benefit the local and regional school districts, businesses, and help in economic and tourism development. Following are potential benefits of the Discovery Center:

- A family-oriented attraction:
  - Joplin and the region have relatively few indoor family-oriented attractions, particularly those that emphasize learning through play.
  - An opportunity for parents and caregivers to actively engage in stimulating experiences, hands-on activities and locally themed interpretation.
- A complement to educational experiences of area students:
  - A space that can complement Missouri State educational curriculum.

- A space with laboratory learning equipment for STEM learning.
- A space for the arts—music, dance, and visual - moving from STEM to STEAM.
- A partnership with local and regional school districts that would have the Discovery Center become a primary field trip destination.
- Inspire children and foster a passion for lifelong learning that can lead to professional and workforce development, bolstering quality of life for families and children.

♦ Honor and interpret area and regional heritage and history:

- Mining and minerals
- Route 66
- Commerce
- Agriculture
- Arts
- Health care
- Local and regional culture

♦ Enhance the region's competitiveness and economic development:

- Joplin is a regional hub for commerce, health care, transportation and other economic sectors to maintain its competitiveness with other regional cities.
  - Quality of life is crucial to attracting and retaining a qualified workforce – a discovery center improves quality of life and educational outcomes.
- In recent years places like Bentonville, AR and Springfield, MO have been pulling Joplin region residents to their cities because these more distant cities offer a more diverse set of attractions and amenities and have thus increased in popularity. The Discover Center will have the potential to attract visitors to the local area and keep residents local.
  - More visitors to the area will increase sales tax revenue for area communities.
- Discovery Center will add value to existing museum and cultural institutions.
  - Currently, Joplin has a Museum Complex home to the Joplin History and Mineral Museum that engages audiences on the mining town history of the Joplin region and showcases artifacts of Joplin and Missouri history.
  - Joplin also has a growing art and cultural district in the downtown area. The Spiva Art Center and the Connect to Culture organization are collaborating with the city to build a cultural center called the Cornell Complex. The complex will include outdoor plaza and amphitheater, community meeting spaces, indoor performance hall and gallery space.

Evaluation of Potential Locations

Since a Discovery Center is a key component in the Vision Joplin 2022 plan, it is imperative that the new site reflect the current and future identity of the envisioned Joplin and to best serve as a regional asset. Selecting a site will have implications for how the community, and regional visitors/tourists, interact with the Discovery Center and, ultimately, with Joplin and the region as a whole. The map in **Figure II-3** shows potential locations for the Discovery Center identified by the Creative Learning Alliance.

Evaluation of Potential Locations for the Discovery Center

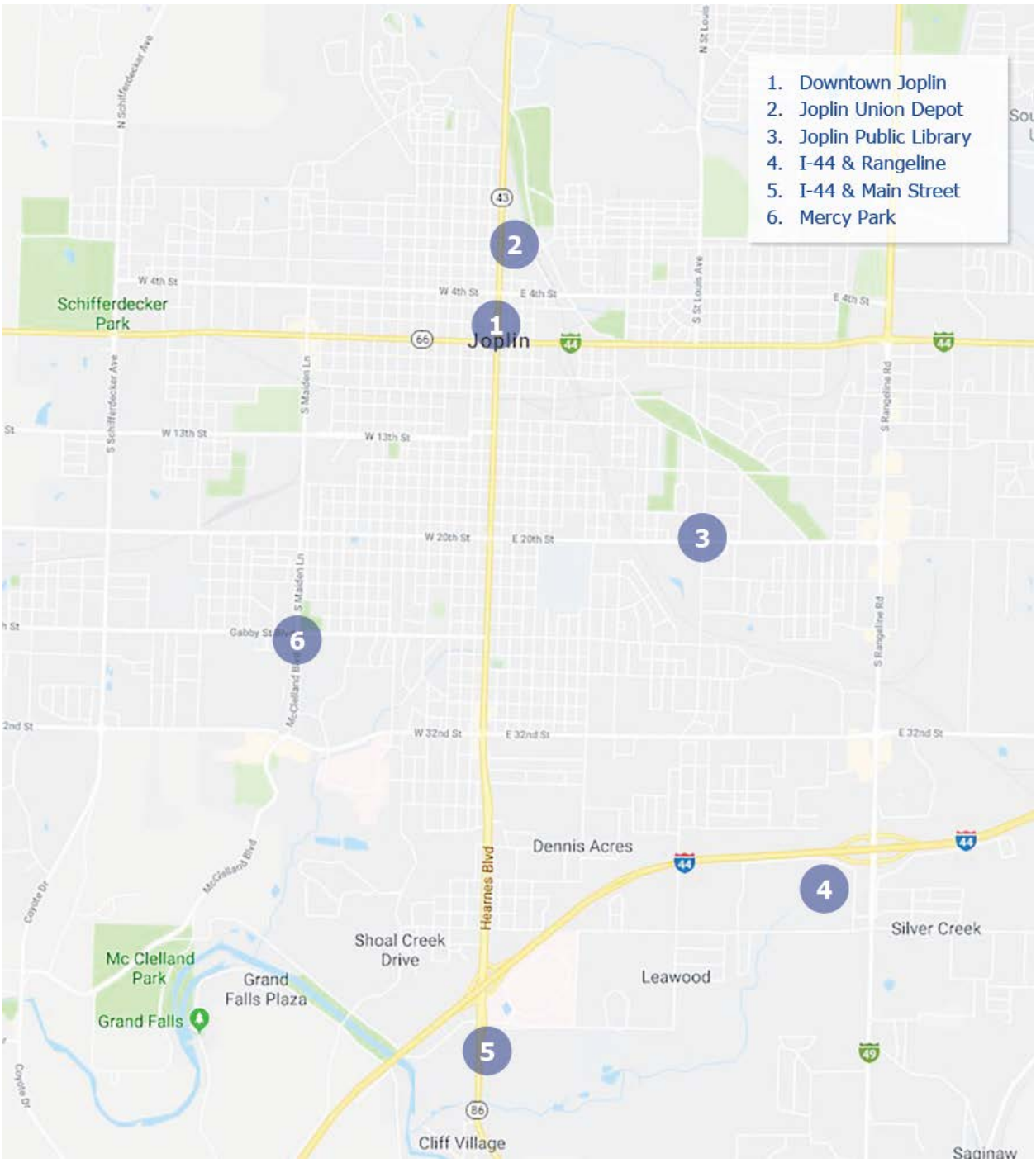
As shown in the map in Figure III-3, there are six areas within Joplin that have been identified by the Creative Learning Alliance as potential locations for the Discovery Center.

- Location 1 is the downtown, possibly adaptive-reuse of existing buildings.
- Location 2 is adaptive reuse of the former Union Station.
- Location 3 is the area near the newly built Joplin Public Library.
- Location 4 is the area near the I-44 Interchange at Rangeline Road.
- Location 5 is the area near the I-44 Interchange at Main Street/Hearnes Boulevard.
- Location 6 is land near Mercy Park.

These are currently conceptual locations without a specific parcel or lot designated, with the exception of Location 1 and Location 2. At Location 1 there is a potential downtown site at a vacant building complex at the corner of Virginia and 5th Street. Location 2 refers to the site of Union Depot, a U.S. National Historic Place, located off of North Main Street and behind the postal office.

Data in **Table II-1 through Table II-4** provides a summary of important characteristics of the identified locations.

Figure II-3
Identified Potential Location Areas
Discovery Center



Source: Creative Learning Alliance and Corner Greer & Associates, Inc.

Table II-1
Potential Location Characteristics Summary
Discovery Center

	Opportunities and Physical Limitations					
	District Character	**Adaptive Reuse or New Construction**	**Existing Building Characteristics**	**Capacity to Accommodate Varying Facility Sizes**	**Site Size and Qualities**	**Potential for Outdoor Space**
Site 1 Downtown Joplin[1/]	Downtown, central business district, walkable	Adaptive Reuse and New Construction	Requires extensive renovation	Yes	Excellent	Yes- potential for protected courtyard or adjacent space
Site 2 Joplin Union Depot	Downtown, edge of business district	Adaptive Reuse and New Construction	Requires extensive renovation of a landmark building	No	Fair	Yes--adjacent open space
Site 3 Joplin Public Library	Residential area, away from main thoroughfares	New Construction	None	Yes	Excellent	Yes--adjacent open space
Site 4 I-44 and Rangeline	Adjacent to commercial strips long Rangeline Road; Next to Exit 8 off I-44	New Construction	None	Yes	Moderate	Yes--adjacent open space
Site 5 I-44 and Main Street	Adjacent to I-44 interchange and Mercy Hospital; Adjacent to residential areas	New Construction	None	Yes	Moderate	Yes--adjacent open space
Site 6 Mercy Park	Memorial site of former Mercy Hospital; Next to the Cunningham Park	New Construction	None	Yes	Excellent	Yes-adjacent park and open space

[1/] Downtown Joplin includes potential sites at Virginia St and 5th St buildings, Union Depot, and in the general area

[2/] These distinctions are made within 0.5 mile radius of the general site location

Source: Creative Learning Alliance and ConsultEcon, Inc.

Table II-2
Potential Locations Traffic and Accessibility
Discovery Center

	Travel, Traffic and Accessibility		
	Accessibility	**Visibility and Prominence**	**Parking Availability and Quantity**
Site 1 Downtown Joplin[1/]	Centrally located in Joplin metro area	Moderate--Virginia Ave is a secondary street, there is possible Main Street frontage	Yes
Site 2 Joplin Union Depot	Centrally located in Joplin metro area, but not directly on S. Main street	Limited--Low visibility with buildings fronting road and poor sight lines	Yes
Site 3 Joplin Public Library	Located in the southeast of Joplin, not directly accessible by I-44	Moderate--20th St and Connecticut St are not main roads, but still frequently traveled	Yes--Room for Parking Lot, no street parking,
Site 4 I-44 and Rangeline	Site is nearby to exit 8 on I-44, it is near I-44, Rangeline Rd north south corridor	Good	Yes--Room for Parking Lot, no street parking,
Site 5 I-44 and Main Street	Moderate	Moderate	Yes--Room for Parking Lot, no street parking,
Site 6 Mercy Park	Mercy Park is on Maiden Lane, a main north/south thoroughfare It also connects to many neighborhoods	Moderate--Maiden Lane is not the main road in Joplin, but is frequently traveled	Would require parking lot, nearby parking lots are inaccessible by foot

[1/] Downtown Joplin includes potential sites at Virginia St and 5th St buildings, Union Depot, and in the general area

[2/] These distinctions are made within 0.5 mile radius of the general site location

Source: Creative Learning Alliance and ConsultEcon, Inc.

Table II-3
Potential Locations Surrounding Development
Discovery Center

	Surrounding Development		
	Nearby Public Arts and Cultural Land Uses [2/]	**Nearby Restaurants, Retail and Infrastructure** [2/]	**Adjacent Hotel and Accommodations** [2/]
Site 1 Downtown Joplin[/1]	Near to Spiva Arts Center and the Cultural Center (in development)	Close to small businesses and local restaurants/cafes	Distant from major hotels by I-44, exit 8
Site 2 Joplin Union Depot	None	None, closest would be downtown	Distant from major hotels by I-44, exit 9
Site 3 Joplin Public Library	Near Public Library	None, closest would be commercial areas along Rangeline Road	Approximately 2 miles away from major hotels by I-44, exit 8
Site 4 I-44 and Rangeline	None	Yes	Yes--adjacent to major hotels by I-44, exit 8
Site 5 I-44 and Main Street	Next to Wildcat Glades Conservation and Audubon Center	No restaurants or retailers Adjacent to Mercy Hospital	Approximately 3 miles away from major hotels by I-44, exit 8
Site 6 Mercy Park	Next to public park and public memorial	Close to Freeman Hospital, Elementary School, Freeman Business Center, Walmart and Grocery Stores	Approximately 4 miles away from major hotels by I-44, exit 8

[1/] Downtown Joplin includes potential sites at Virginia St and 5th St buildings, Union Depot, and in the general area

[2/] These distinctions are made within 0.5 mile radius of the general site location

Source: Creative Learning Alliance and ConsultEcon, Inc.

Table II-4
Potential Locations Market Proximity
Discovery Center

	Market Proximity and Competition				
	Positive Contribution to Adjacent Areas	Tourism & Economic Impacts	Community Benefits	Capacity to Fulfill Mission	Potential Complementary and/or Competitive Facilities
Site 1 Downtown Joplin[1]	Strong--would contribute to downtown arts and cultural districts, nearby cultural center (in development)	Strong	Strong	Strong	Complementary: Spiva Art Center, the Cultural Center, Route 66 Competitive: None
Site 2 Joplin Union Depot	Limited--isolated location, so would have limited contribution to adjacent commercial uses	Moderate	Moderate	Moderate	Complementary: None Competitive: None
Site 3 Joplin Public Library	Would benefit the library by creating a destination place for local families to visit--the library and the children's museum. Would make destination very community-oriented	Strong	Strong	Strong	Complementary: Public Library Competitive: None
Site 4 I-44 and Rangeline	Limited--largely standalone facility with little to none interaction with surrounding area	Moderate	Moderate	Moderate	Complementary: None Competitive: None
Site 5 I-44 and Main Street	Limited--largely standalone facility with little interaction with surrounding area	Moderate	Moderate	Moderate	Complementary: Wildcat Glades Conservation and Audubon Center, Joplin Family YMCA Competitive: None
Site 6 Mercy Park	Would complement the existing park Act as a community asset in relation to the memorial	Strong	Strong	Strong	Complementary: Aquatic Park, public park, elementary schools Competitive: None

[1/] Downtown Joplin includes potential sites at Virginia St and 5th St buildings, Union Depot, and in the general area
[2/] These distinctions are made within 0.5 mile radius of the general site location
Source: Creative Learning Alliance and ConsultEcon, Inc.

Potential Location Review

The market potential and community benefits of the Discovery Center will greatly benefit from a synergistic relationship with its surroundings and nearby land uses; which is why proximity to established cultural or community facilities is an important location criterion. For instance, families often visit parks, libraries, conservation areas, and arts organizations together. Therefore, one of these cultural sites could give the center a "family outing" identity—allowing families to go to the park / library / conservation area and the center. Specifically, Locations One, Three, Five and Six are near to these types of uses. Family

outings are often based on activities that the group can do together, and it is often a different trip type than going shopping or running errands. Given the commercial strip of shopping plazas and food places near Location Four, the identity of the Discovery Center could be degraded as commercial in nature rather than as a family space or as a key part of the Joplin Community. Additionally, out of town tourists would also benefit if the Discovery Center is located near other attractions, restaurants, or unique Joplin offerings because it would be easy to visit multiple sites or attractions.

A central location in Joplin has the benefit of being accessible in all directions, while a periphery location implies a longer drive for some residents on the opposite side of the urbanized area compared to those who reside on the same side as the attraction. The following is a summary of benefits of each potential location:

- **Location 1**: A downtown location would have strong community identity, would be easy to access from local neighborhoods and highway, and would complement existing cultural and art facilities downtown.
- **Location 2**: Joplin Union Depot is an existing historic structure with adjacent land and parking potential. It has good accessibility, but its visibility is poor, and adjacent and nearby uses are not supportive of its reuse as a Discovery Center. Adaptive reuse may well prove to be expensive on a per square foot cost, but this assumption would have to be verified by professional architecture and engineering investigations into its physical feasibility and costs to reuse.
- **Location 3**: Located near to the Public Library would have placemaking benefits for the library, which is currently in a fairly residential area. Near the library could have community oriented feeling, a pro for Joplinites but a potential con for attracting tourists.
- **Location 4**: Location near commercial sites and the highway could make trips to the Center easy for residents and tourists. It could be more challenging to have a community identity away from key community sites.
- **Location 5**: Location near commercial sites, hospital, and the highway could make trips to the Center easy for residents and tourists. The center could foster a community identity by building relationships with complimentary facilities
- **Location 6**: A location next to Mercy Park would have strong community identity and would complement the project's mission. The area is easily accessed from local neighborhoods and the highway. The proximity of the park and waterpark makes for a family destination. It would be away from commercial sites, decreasing the economic impact of the Center.

Competitive Context for Regional Discovery Centers and Children's Museums

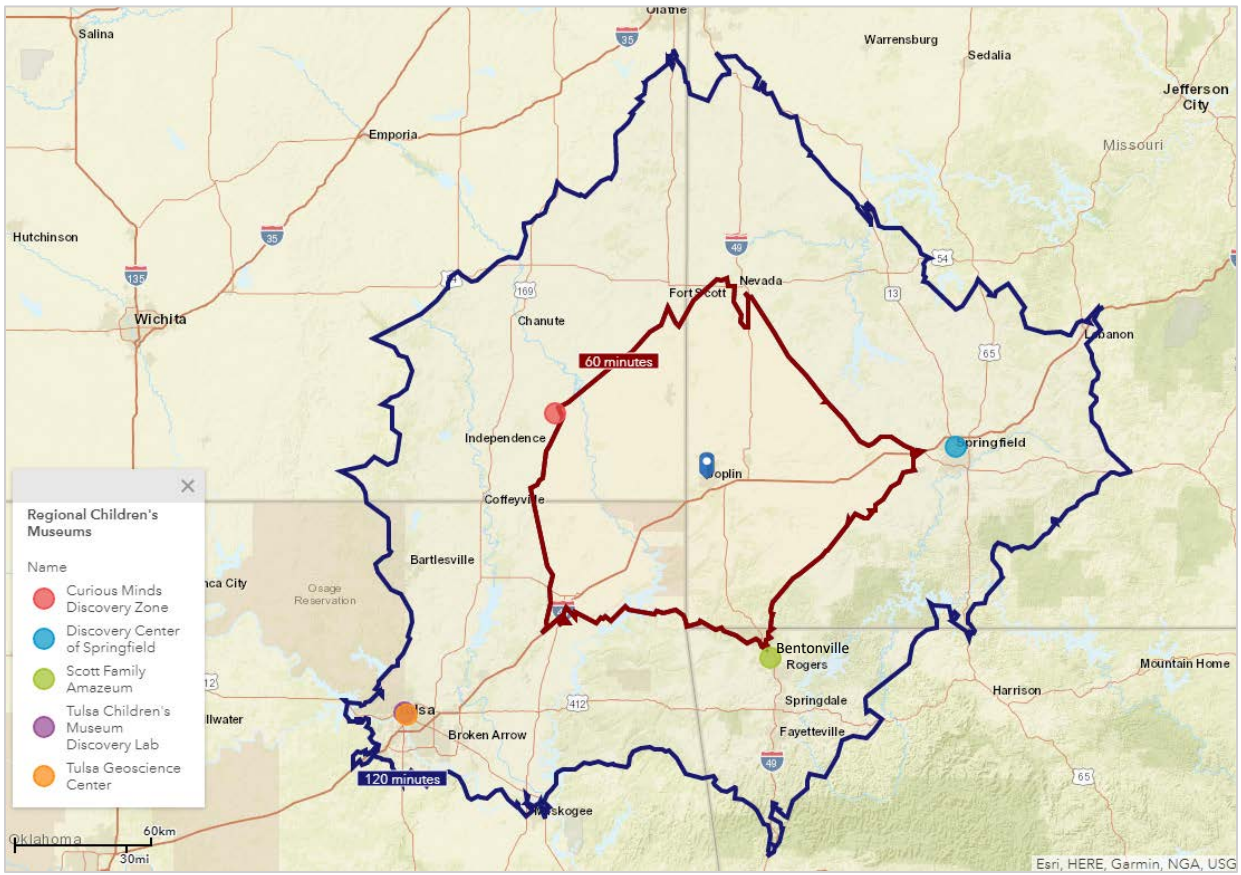
The proposed Discovery Center will serve a wide region. Within an extended 2-hour drive time region, there are few discovery centers and children's museums. Therefore, the Discovery Center in Joplin will serve not only its local and surrounding areas but will also have attendance potential from more distant areas in all directions. In this regional context, Joplin is located in the middle of five prominent mid-western cities—Oklahoma City, OK; Wichita, KS; Saint Louis, MO; Kansas City, MO; and Little Rock, AR. While these metro areas offer family oriented educational attractions, the area in the middle with Joplin at its epicenter lacks an educationally oriented attraction such as the proposed Discovery Center. This situation identifies a regional need for the Discovery Center.

The map in **Figure II-4** shows the discovery centers and children's museums within a two-hour drive of Joplin. Currently, there are no discovery centers and children's museums in Joplin or its region. There are five discovery centers and children's museums within this two hour radius from Joplin. They are listed below:

- Scott Family Amazeum, in Bentonville, AR
- Tulsa Children's Museum Discovery Lab, in Tulsa, OK
- Tulsa Geoscience Center in Tulsa, OK
- Curious Minds Discovery Zone, Parsons, KS
- Discovery Center of Springfield, Springfield, MO

People would have to travel approximately over an hour from Joplin to reach the closest: Curious Minds Discovery Zone in Parsons, KS and the Scott Family Amazeum in Bentonville, AR. The Discovery Center of Springfield is a bit longer drive.

Figure II-4
Discovery Centers and Children's Museums within a Two-Hour Drive Time of Discovery Center



Source: ESRI, Facilities Listed, and ConsultEcon, Inc.

Within the four-state area (Missouri, Kansas, Oklahoma, and Arkansas) the Association of Children's Museums has a total of 13 registered children's museums, and the Association of Science and Technology Centers has a total of 15 registered science/discovery museums. Many of the discovery centers and children's museums are located within the larger cities of their home state.

Missouri:

- The Discovery Playhouse in Cape Giradeau, MO
- Planet Play in Kansas City, MO
- The Magic House, St. Louis Children's Museum in St. Louis, MO

- HealthWorks! Kids' Museum in St. Louis, MO
- Bootheel Youth Museum in Malden, MO
- Discovery Center of Springfield, Inc. in Springfield, MO
- Saint Louis Science Center in St. Louis, MO
- Science City at Union Station in Union Station, MO
- Museum of Art and Archaeology in Columbia, MO

Arkansas:

- Arkansas Arts Center in Little Rock, AR
- Museum of Discovery in Little Rock, AR
- Mid-America Science Museums in Hot Springs, AR
- Museum of Discovery in Little Rock, AR
- Scott Family Amazeum in Bentonville, AR

Kansas:

- Kansas Children's Discovery Center in Topeka, KS
- Wonderscope Children's Museum of Kansas City in Shawnee, KS
- Exploration Place in Wichita, KS
- Cosmosphere in Hutchinson, KS
- Exploration Place, The Sedgwick County Science and Discovery Center in Wichita, KS
- Flint Hills Discovery Center
- Sternberg Museum of Natural History in Hays ,KS
- University of Kansas Natural History Museum in Lawrence, KS
- Curious Minds Discovery Zone in Parsons, KS

Oklahoma:

- Edmond Historical Society in Edmond, OK
- Tulsa Historical Society and Museum in Tulsa, OK
- Oklahoma WONDERtorium in Stillwater, OK
- Science Museum Oklahoma in Oklahoma City, OK
- Tulsa Children's Museum Discovery Lab in Tulsa, OK

Overall, discovery centers and children's museums are common throughout the quad-state area. However, there are none that are local in the Joplin region, so a Discovery Center as proposed could add to the existing network of Midwestern discovery centers and children's museums, benefitting children and caregivers alike.

Summary

The following summarizes community needs and project benefits of the Discovery Center:

- **Educational opportunities**—the Center could serve as an educational and professional development resource for current and future generations. Specifically, the Discovery Center has the opportunity to provide science lab space for elementary aged children and provide additional arts programming that may not be available in all schools in the region.
- **Family Resource**—currently, there are limited options where family activities and children's play can take place, and the Center could act as a key space for families to gather and spend time together.
- **Economic benefits—**The Discovery Center could support the area's economic development in several ways. The Discovery Center would be a visitor attraction that attracts new visitors and provides a destination for area residents to visit rather than traveling to facilities outside of the area. The Discovery Center will burnish the area's brand as an attractive place to live and visit. It will support positive educational outcomes for area children in their formative years. The Discovery Center will also add to the existing roster of educational and cultural attractions, which could spur further development in addition to complementing the existing mix.

The Creative Learning Alliance identified six potential locations for the proposed Center, which include Downtown Joplin, Joplin Public Library, I-44 and Rangeline Road, I-44 and Main Street and Mercy Park. In order to have the most impact on the community and local economy, the location of the Discovery Center should be a place that has a sense of community identity, is accessible by walking and driving, and is close to other activities, community areas and businesses.

Potential Discovery Center Locations. Following is a summary of six potential locations for the Discovery Center as identified by the Creative Learning Alliance:

- **Downtown**— A downtown location would have strong community identity; be easy to access from local neighborhoods and highway; and would complement existing cultural and art facilities downtown. Investigations of capital costs and efficiency of space needed.
- **Former Union Station**— Location lacks visibility and positive adjacent and nearby uses. Adaptive reuse of this facility could be very expensive. Discovery Center spaces would have to fit within the existing structures rooms and spaces which would likely not create optimal use of the space.
- **Joplin Public Library**— Location near Public Library would have placemaking benefits for the area and enhance as a community destination. New construction would allow optimum design and allow for future expansion.
- **I-44 and Rangeline Rd**— Location near commercial sites. Highway proximity provides easy regional access. More challenging to create a community identity aw*ay from key community sites. Centralized locations are preferable to city edges.*
- **I-44 and Main St**— Location near commercial sites and hospital is positive. Highway proximity provides easy regional access. More challenging to create a community identity away from key community sites. Centralized locations are preferable to city edges.
- **Mercy Park**— A location next to Mercy Park would have strong community identity and would complement the project's mission. The area is easily accessed from local neighborhoods and the highway. The proximity of the park and waterpark makes for a family destination. Securing a site and accessibility / visibility must be addressed.

Regional Discovery Centers and Children's Museums. The Discovery Center will fill a void in the regional array of available discovery centers and children's museums. From a competitive perspective, there are three discovery centers and children's museums in an hour or 75 minute drive time. Tulsa has two facilities in about a two hour drive from Joplin. Overall, this regional context provides an excellent opportunity for the Discovery Center to meet the needs of the local area as well as families residing within a one-hour drive of the site.

Section III
MARKET CONTEXT

The proposed Center will serve residents, and to a lesser extent regional residents and tourists. Ultimately, the geographic reach and available markets for educational visitor attractions depend on the size, quality, and type of products and services offered, the accessibility and location of the attraction, the presence of other competitive attractions, regional transportation networks, and the marketing efforts of the organization.

RESIDENT MARKET

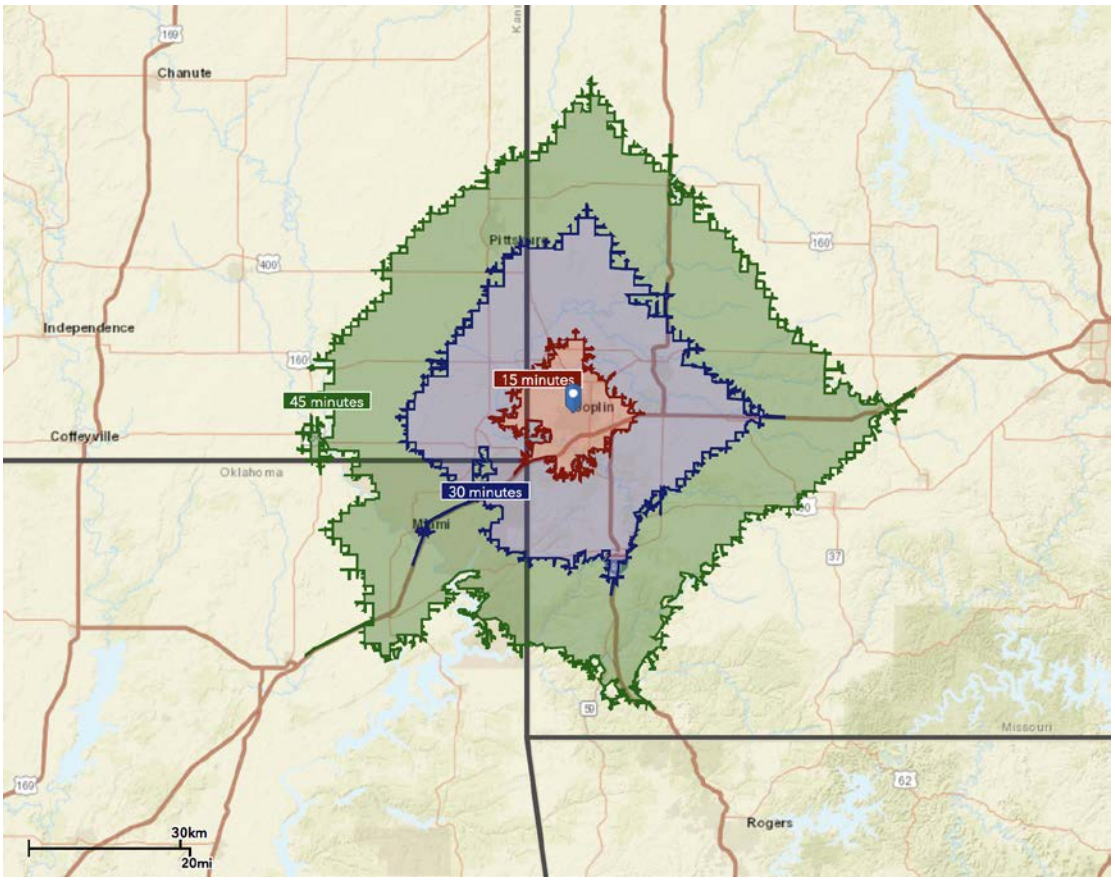
The Resident Market Area for this type of attraction is defined as the area whose residents would visit the Discovery Center as a primary purpose or as an important part of a day trip. Resident Markets are analyzed within a "gravity model" context, which means that the closer residents live to an attraction, the more likely they are to visit. On its periphery, the resident market changes over to the visitor – or tourist – market.

Resident Market Definition

Joplin is in the center of a region that extends its influence to a 45-minute drive time. The demographic characteristics of the local Resident Market have been analyzed to inform the analysis of future attendance potential. The Resident Market Area has been defined as a 45-minute drive from Joplin City Hall[2]. The Resident Market Area was further subdivided into Primary, Secondary, and Tertiary Market Areas, where the Primary Market Area is defined as a 0 to 15 minute drive to the City Hall, the Secondary Market Area is defined as the 15 to 30-minute drive time to the center of Joplin, less the Primary Market Area, and the Tertiary Market Area is defined as the area more than 30 minutes, but less than 45 minutes driving from the proposed site. **Figure III-1** is a map showing the Resident Market Area definition.

[2] Since the Creative Learning Alliance does not have a designated site, the Resident Market analysis is based on a central Joplin location—the City Hall in downtown.

Figure III-1
Resident Market Area Definition
Discovery Center



Source: ESRI and ConsultEcon, Inc.

Area	Color	Definition
Primary Market Area		0 to 15-minute drive time
Secondary Market Area		15 to 30-minute drive time
Tertiary Market Area		30 to 45-minute drive time

Population Trend

Data in **Table III-1** show the population trend in the Resident Market Area, based on 2010 census data with population estimates for 2018 and projections for 2023. In 2018 the Resident Market Area had a total population of about 287,000 people, which is projected to grow by approximately 1.6 percent, to 292,000 people by 2023. By comparison, these projected growth rates are slightly slower than the State of Missouri and the United States as a whole, where the population is projected to grow 2.4 percent and 4.2 percent, respectively.

Table III-1
Resident Market Area Population Trend, 2010, 2018, and 2023
Discovery Center

Resident Market Segment	2010	2018	2023	Percent Change 2018 to 2023
Primary Market Area				
0 to 15-minute drive time	87,524	93,289	96,978	4.0%
Secondary Market Area				
15 to 30-minute drive time	77,438	80,279	81,530	1.6%
Tertiary Market Area				
30 to 45-minute drive time	113,325	114,406	114,023	-0.3%
Total Resident Market Area	**278,287**	**287,974**	**292,531**	**1.6%**
State of Missouri	***5,988,927***	***6,223,738***	***6,370,820***	***2.4%***
United States	***308,745,538***	***330,088,686***	***343,954,683***	***4.2%***

Source: US Census Bureau; Esri; and ConsultEcon, Inc.

Age Profile

Data in **Table III-2** summarize the age profile for the population in the Resident Market for the proposed Discovery Center. The data show that the age profile in the Resident Market Area is younger when compared to the State of Missouri and the United States as a whole. The Median age in the Resident Market Area is 37.6, compared to 38.3 in the United States, 39.0 in Missouri.

Table III-2
Resident Market Area Median Age Profile, 2018
Discovery Center

Resident Market Areas	Median Age	0 to 17	18 to 24	25 to 34	35 to 54	55+
Primary Market	37.3	23.0%	10.5%	14.2%	23.6%	28.7%
Secondary Market	38.2	24.6%	9.3%	12.8%	24.0%	29.3%
Tertiary Market	37.3	22.7%	12.2%	13.2%	22.2%	29.7%
Total Resident Market	**37.6**	**23.3%**	**10.9%**	**13.4%**	**23.1%**	**29.3%**
State of Missouri	***39.0***	***21.9%***	***10.4%***	***13.3%***	***24.4%***	***30.0%***
United States	***38.3***	***22.1%***	***10.6%***	***13.7%***	***25.0%***	***28.6%***

Source: US Census Bureau; Esri; and ConsultEcon, Inc.

Population of Children

Data in **Table III-3** show the estimated population of children in both the Resident Market Area in the year 2018. The population of Children aged 0 to 4, and 5 to 9 is estimated at 19,100 each, representing slightly more than half of the total Resident Market Area population. Children aged 0 to 9 are often frequent visitors to Discovery Centers, and the total Resident Market has a large population of children that age. The 0-4 cohort is expected to shrink slightly by 2023, but the 5-9 cohort is expected to grow.

The Resident Market Areas have comparable proportions of children when compared to the State of Missouri and the United States as a whole. Though the Resident Market Area is expected to have higher growth in the Children population in comparison to the State.

Table III-3
Population of Children in the Resident Market Area, 2018-2023
Discovery Center

Resident Market Segment	Ages 0-4	Ages 5-9	Ages 10-12	Ages 13-17	Total Ages 0-17
2018					
Primary Market Area	6,141	6,141	3,615	5,573	21,470
Secondary Market Area	5,627	5,769	3,405	5,245	20,046
Tertiary Market Area	7,361	7,166	4,276	6,754	25,557
Total Resident Market	**19,100**	**19,100**	**11,300**	**17,600**	**67,100**
State of Missouri	*372,800*	*382,100*	*235,200*	*375,400*	*1,365,500*
United States	*19,968,400*	*20,460,500*	*12,584,100*	*20,302,700*	*73,315,700*
2023					
Primary Market Area	6,304	6,314	3,846	5,999	22,463
Secondary Market Area	5,528	5,806	3,589	5,665	20,588
Tertiary Market Area	7,149	7,228	4,424	6,920	25,721
Total 45 Minute Drive	**19,000**	**19,300**	**11,900**	**18,600**	**68,800**
State of Missouri	*376,300*	*381,600*	*239,900*	*389,200*	*1,387,000*
United States	*20,712,700*	*20,686,000*	*12,863,500*	*20,929,400*	*75,191,600*
Percent Change 2018-2023					
Primary Market Area	2.7%	2.8%	6.4%	7.6%	4.6%
Secondary Market Area	-1.8%	0.6%	5.4%	8.0%	2.7%
Tertiary Market Area	-2.9%	0.9%	3.5%	2.5%	0.6%
Total Resident Market	**-0.5%**	**1.0%**	**5.3%**	**5.7%**	**2.5%**
State of Missouri	**0.9%**	**-0.1%**	**2.0%**	**3.7%**	*1.6%*
United States	**3.7%**	**1.1%**	**2.2%**	**3.1%**	*2.6%*

Note: Total population numbers are rounded to nearest hundred.
Source: U.S. Census Bureau, American Community Survey Estimates 2018-2023, ESRI and ConsultEcon, Inc.

Children and the Local School System

With many young families in the area, Joplin is a growing region with developing amenities and excellent schools. The Joplin public school system serves both Jasper and Newton counties and educates approximately 7,700 K-12 students. It is one of the larger school systems in the area. In addition, there are many smaller school systems in the area, as well as private, parochial, and home-school options for parents.

Household Profile

Attendance to discovery centers and children's museums is largely made up of children and their families. Data in **Table III-4** summarize the household profiles for the Resident Market Area, including the number of households, the number of family households, and the average household size. The data show that the Resident Market Area is family-oriented, with an estimated 66.3 percent of the households identified as families compared to, 64.7 percent of Missouri Households, and 65.8 percent of United States Households. The average household size is relatively similar in the Resident Market Areas, the State, and the Country as a whole.

Table III-4
Household Characteristics in Resident Market Area, 2018
Discovery Center

Resident Market Segment	Estimated Number of Households	Estimated Number of Family Households	Percent of Familes to Total Households	Average Household Size
Primary Market Area	37,616	23,714	63.0%	2.42
Secondary Market Area	29,601	21,383	72.2%	2.68
Tertiary Market Area	44,070	28,699	65.1%	2.52
Total Resident Market Area	**111,287**	**73,796**	**66.3%**	**2.53**
State of Missouri	***2,459,948***	***1,591,925***	***64.7%***	***2.46***
United States	***124,110,001***	***81,631,156***	***65.8%***	***2.59***

Source: U.S. Census Bureau, ESRI, and ConsultEcon, Inc.

Income Profile

The amount of income that a household has is one indicator of a household's ability to visit educational attractions such as the Discovery Center, with regard to a household's availability and amount of disposable income and leisure time. Further, higher incomes may also indicate a higher level of education, and, therefore, a greater interest in visiting such an educational attraction. Data in **Table III-5** summarize several key income factors in the Resident Market Area and Comparison Market Area, including the distribution of

households across income cohorts, Median Household Income, Average Household Income, and Per Capita Income. An estimated 56.9 percent of households in the Resident Market Area have an annual household income of less than $50,000, which is slightly higher compared to 47.0 percent of households in the State, and 42.7 percent of households in the United States as a whole. Households in the Resident Market Area had a median household income of approximately $52,900, on par with the State but slightly lower the United States as a whole. Given that the majority of households are making less than $50,000 annually it would be critical to have competitive ticket pricing at the Discovery Center. In order to be inclusive of the entire greater-Joplin community and to increase attendance numbers.

Table III-5
Household Income Profile in Resident Market Area, 2018
Discovery Center

Resident Market Segments	Less than $25,000	$25,000-$49,999	$50,000-$74,999	$75,000-$99,999	$100,000+	Median Household Income	Average Household Income	Per Capita Income
Primary Market Area	25.1%	30.2%	19.0%	10.5%	15.3%	$44,106	$62,469	$25,606
Secondary Market Area	23.6%	28.9%	19.7%	12.7%	15.1%	$47,071	$61,921	$23,058
Tertiary Market Area	30.8%	30.4%	18.5%	10.0%	10.3%	$39,025	$52,061	$20,388
Total Resident Market	**27.0%**	**29.9%**	**19.0%**	**10.9%**	**13.2%**	**$42,617**	**$58,196**	**$22,820**
State of Missouri	***21.7%***	***25.3%***	***18.9%***	***12.6%***	***21.5%***	***$52,772***	***$72,777***	***$29,180***
United States	***20.6%***	***22.1%***	***17.6%***	***12.5%***	***27.2%***	***$58,100***	***$83,694***	***$31,950***

Source: U.S. Census Bureau, ESRI, and ConsultEcon, Inc.

TOURISM MARKET

Following is a review of the characteristics of the tourist market in the state of Missouri and the Joplin area[3]. For the Discovery Center, key tourist market segments include:

- Overnight destination visitors to the Joplin area, including:
  - Visitors staying in area hotels, motels, and/or other paid lodging
  - Visitors staying with friends and relatives (VFR's) in private homes
- Day trip and pass through tourists, including:
  - Missouri residents from outside of the defined Resident Market Area
  - Kansas, Arkansas, or Oklahoma residents that are at least 50 miles away, but not within the Resident Market.[4]

Currently, the Joplin CVB has limited information on the volume of visitors to Joplin and visitor characteristics, so tourism patterns and data for the state will be used to provide insights to Joplin's tourism patterns.

Missouri Tourism

The State of Missouri in general is not regarded as a major national or international tourism destination but its major cities and certain destinations such as Branson have very strong tourism patterns. Regionally there is considerable travel to and within Missouri and tourism has an important role in the state and local economies.

Visitor Volume and Key Metrics

There were an estimated 41.7 million visitors to the State in FY 2016.[5] The state has been experiencing growing visitation since FY2010, at an average rate of 990,000 additional visitors per year. If this trend continues, Missouri will welcome 45.4 million visitors by

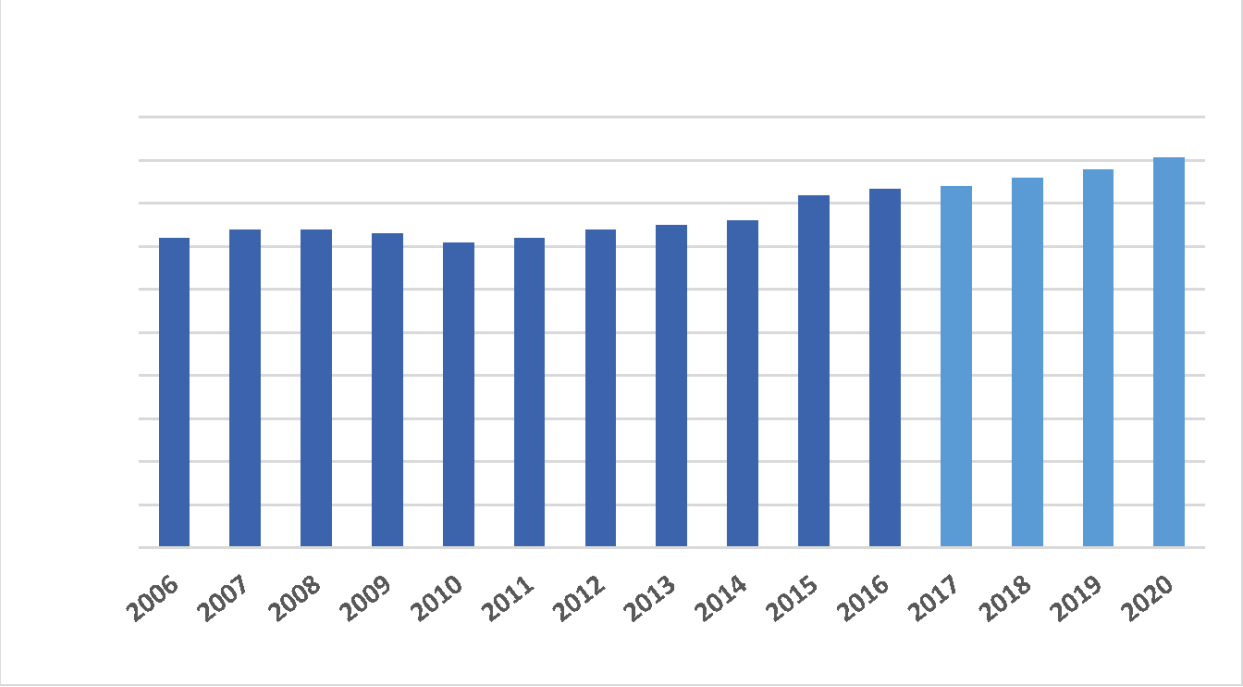
[3] The terms tourist, traveler and visitor are used interchangeably in this section

[4] Due to Joplin's proximity to the states of Kansas, Arkansas, and Oklahoma, it is reasonable that residents of those states could take a day trip to Joplin that live outside of the Resident Market area.

[5] FY2016 ran from July 1, 2015 through June 30, 2016 in Missouri, from *Missouri Division of Tourism Annual Report FY 2016*

2020. The chart in **Figure III-2** shows the trends and the forecast for visitation in Missouri, from FY 2006 to 2020.

Figure III-2
Forecast of Total Visitation to Missouri
Discovery Center



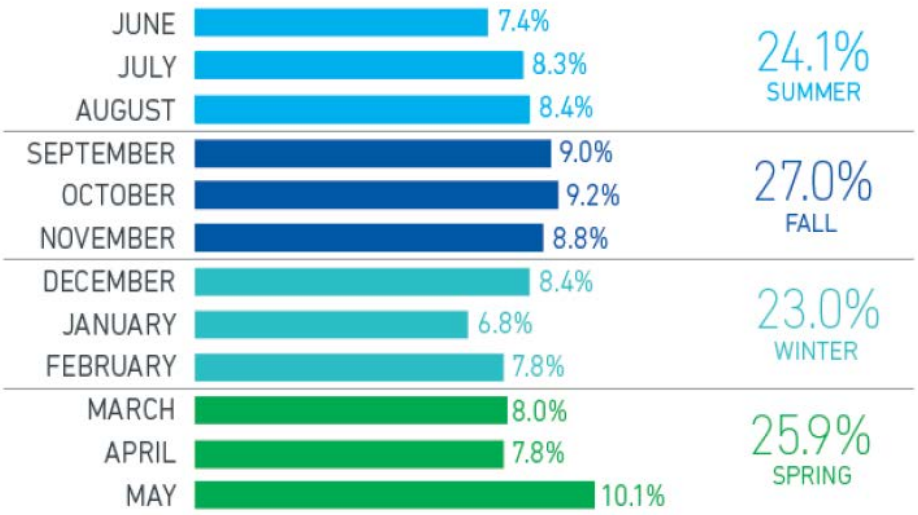
Source: Tourism Economics, Missouri Division of Tourism and ConsultEcon, Inc.

Demographic and trip characteristics of Missouri FY2016 travelers include: average age is 43 years old; traveling in a group of four total people; and, stay for 2.7 nights. Of total travel parties, 33 percent are families traveling with children, which is the target tourist group for the Discovery Center.

Seasonality of Visitation

Missouri has relatively stable visitation throughout different seasons. According to the data in **Figure III-3—**the most popular seasons for visits to Missouri are fall and spring. The stability of visitation in Missouri would show that there is a constant stream of visitors to the state, and that visitation to the Discovery Center would not fluctuate greatly between months.

Figure III-3
Missouri Tourism by Season, FY 2016
Discovery Center

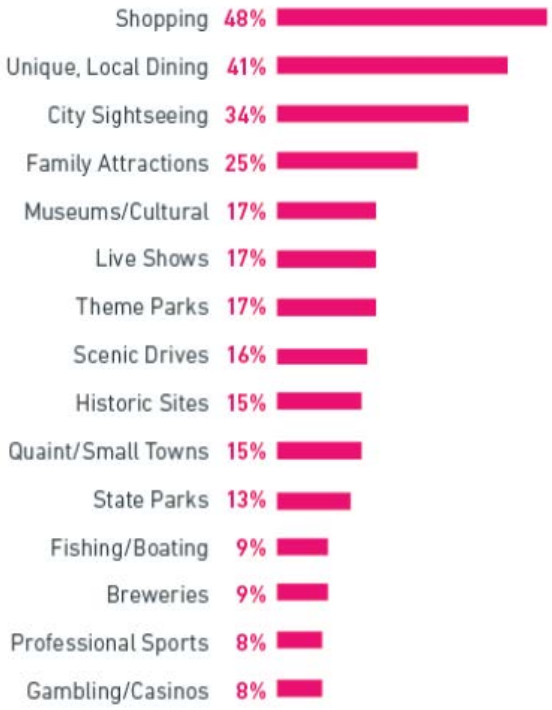


Source: Missouri Division of Tourism

Trip Activities

According to a survey completed by the Missouri Division of Tourism, a quarter of Missouri tourists are looking to attend family attractions. Additionally, 17 percent of respondents also were interested in visiting museums or having cultural experiences on their leisure trips. The results of the Missouri Division of Tourism Survey on what visitors do on their trip to Missouri is summarized in **Figure III-4**.

Figure III-4
Missouri Tourism Popular Trip Activities, FY 2016
Discovery Center

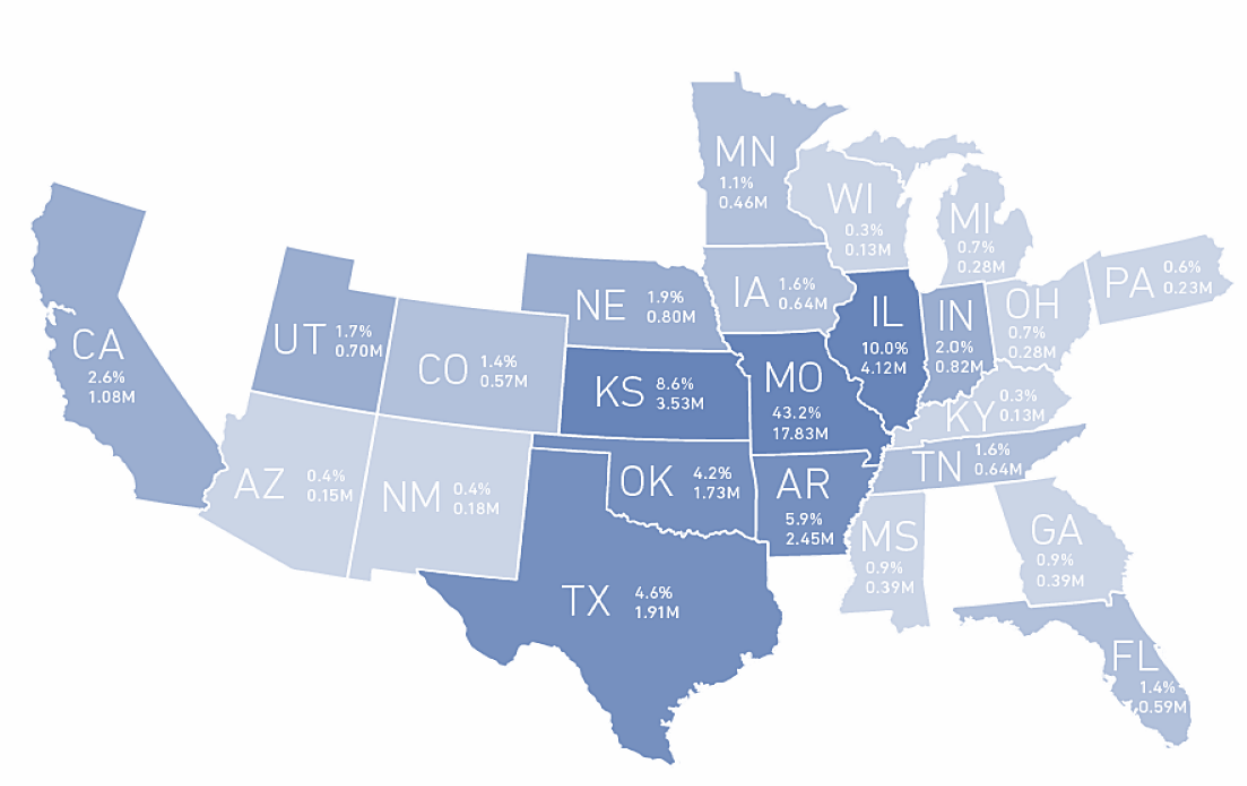


Source: Missouri Division of Tourism

Visitor Origin

The majority of visitors to Missouri are coming from its border States, particularly Kansas, Illinois and Arkansas. Most tourism to Missouri happens from within the state—in FY 2016, 17.83 million tourists were from Missouri itself. Overall, Missouri appears to be a very regional tourist destination, drawing most visitors from the Midwest and West South Central. The information in **Figure III-5** shows the percentage and total estimate of visitors by state.

Figure III-5
Forecast of Total Visitation to Missouri, FY 2016
Discovery Center



Source: Missouri Division of Tourism

Regional and County Level Tourism

Joplin is located in southern Jasper County and northern Newton County, and its influence as a central place spans to the outer counties of Barton and McDonald. In total, the regional counties of Barton, Jasper, Newton and McDonald have been estimated to receive nearly one million visitors in 2016. The data in **Table III-6** is a summary of the number of visitors to each county and each county's population count for 2016.

Table III-6
Tourism to Barton, Jasper, Newton and McDonald County, MO in 2016
Discovery Center

	Population	Visitors/ Tourists	Ratio Visitors to Population
Barton County	11,859	51,200	4.32
Jasper County	119,298	348,700	2.92
Newton County	58,219	447,500	7.69
McDonald County	22,767	87,900	3.86
Total	***212,143***	***935,300***	***4.41***

Source: Joplin CVB, U.S. Census Bureau, and ConsultEcon, Inc.

For the four-county area, there is a ratio of 4.41 visitors per resident. Combined, Jasper and Newton Counties are estimated to have had a total of 796,200 visitors, which is the majority of visitors to the four-county area.

Tourism in Joplin

Joplin is considered a "Small Town America" type destination. Drawing on its Americana themes with its connection to Route 66, Bonnie and Clyde, mining and former Boomtown history makes it a good destination for out of towners or those visiting their family and friends.

Visitation to Joplin Estimate

A total tourist visitation estimate to the city of Joplin is not available. To determine a reasonable estimate of the number of visitors to Joplin, several key indicators were used: regional tourist numbers, county tourist numbers, hotel occupancy in Joplin, and estimates of day trip and overnight visitors from available reports by the Joplin CVB. The following is a breakdown of these sources which will be summarized to provide for the purposes of this report an estimate of total number of visitors to Joplin in 2017.

Joplin Tourism Estimate based on Fair Share of Four County Tourism Data

If the average ratio of 4.41 visitors per resident for the four-county area were applied to the population in Joplin, the city would have had an estimated 230,600 visitors in 2016. As the location for many tourism attractors, this approach to estimating number of tourists probably underestimates the potential number of tourists to Joplin.

Joplin Overnight Tourism Estimate Based on Accommodations Used

Estimating tourists based on accommodations used is a typical technique. Following is this approach.

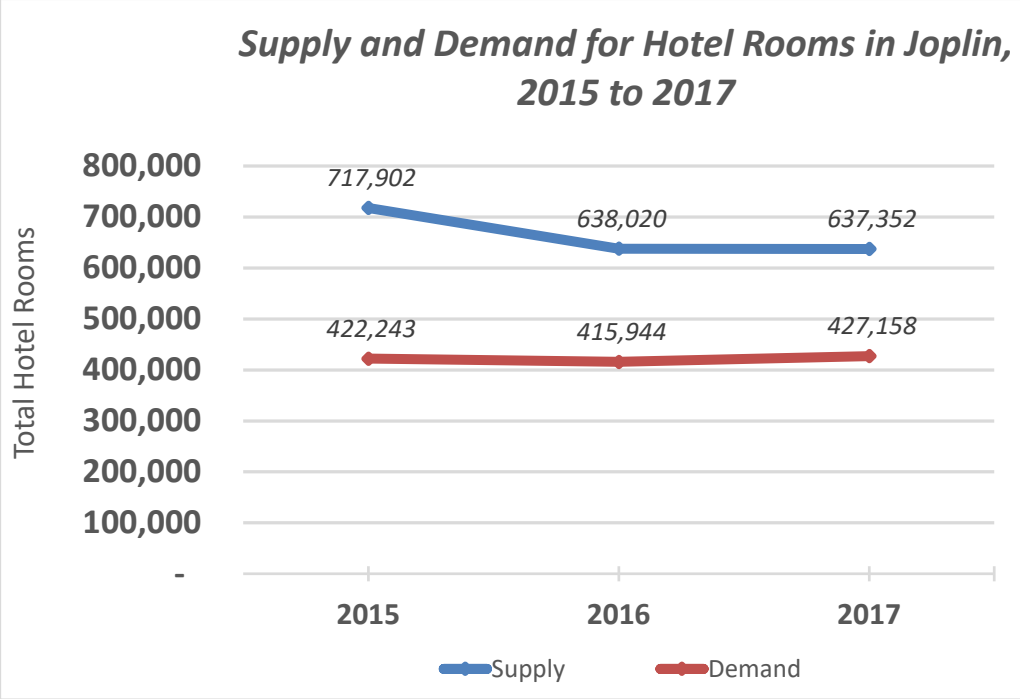
Visitors in Paid Lodging and Accommodations There were 23 hotels in Joplin as of 2017. However, in previous years there had been some closures. The newest hotel is the Holiday Inn Express, which was completed in early 2018. With the new Holiday Inn Express, CVB data indicates approximately 2,000 total rooms in Joplin. Occupancy rates tend to be 55 to 69 percent as of 2017. ADR[6] is lower than state average at $85.15 per night, compared to $99.38 for Missouri. The data in **Figure III-6** shows that while supply has decreased, demand for room nights has been relatively stable in the past three years. With the increase in high quality rooms in 2018, room demand may be expected to increase somewhat.

Given that there were 415,940 room nights, it can be estimated that visitors stayed for 2.7 nights[7], this suggests that there were approximately 154,050 visitors or tourists staying in paid accommodations.

[6] ADR is "Achieved Daily Rate" or, the average revenue per room per day.

[7] The estimation of number of nights stayed is derived from the number of nights stayed for all Missouri tourists in 2016

Figure III-6
Joplin Lodging Room Nights Supply and Demand, 2017
Discovery Center



Source: Missouri Hotel and Lodging Association STR Report, 2017 and ConsultEcon, Inc.

Visiting Friends and Relatives In addition to leisure tourists, there certainly is a substantial visiting friend and relative (VFR) market segment because of the resident population. A major source of travelers to any city or region is VFRs. As indicated in statewide tourism data, VFRs are a significant source of overnight leisure travelers. A consistent pattern has been shown through surveys and studies throughout the United States that the ratio of VFRs to population usually falls in a range of one-half to two VFRs per resident. Most areas have a one to one ratio of VFRs to population. The variance can be attributed to the attractiveness of the area for visitors (resort areas tend to have high ratios of VFRs) as well as accessibility and social patterns. A reasonable estimate, therefore, for the local area as represented by the Primary Resident Market Area (15 minute drive time) is one VFR per person, which suggests a total of 93,000 visiting friends and relatives based on current Primary Resident Market population estimates, of which about 52,000 VFRs for the City of Joplin alone. VFRs are often good prospects to visit an attraction, because the

local resident is often seeking things to do with their out-of-town guests, and either attends with the guests, or directs them to attractions of which they are particularly proud. Because many of the households in the Resident Market Area are family households, it is reasonable to assume that VFRs will include family groups with children, reinforcing the family segment for family-oriented visitor attractions, recreation and entertainment.

Estimated Overnight Visitor Volume to Joplin. From the estimated numbers of visitors staying in paid accommodations, and VFRs, an estimate of 250,000 annual overnight visitors to Joplin is reasonable. Also, in locations such as Joplin with direct access to major interstate highways, pass-through travelers can sometimes become a factor in future visitor attraction attendance potential.

Pass-Through Travelers

Persons traveling through Joplin who have the potential to make an opportunistic visit to a visitor attraction comprise a potential market segment for the proposed Discovery Center. Therefore, significant signage and wayfinding signs are essential to maximize visitation potential from pass-through travelers, as well as to inform destination visitors and residents about the project. Joplin is located at the crossroads of Interstate 49, Interstate 44 and Route 66; these are heavily trafficked roadways that carry potential visitors.

Day Trip Tourists

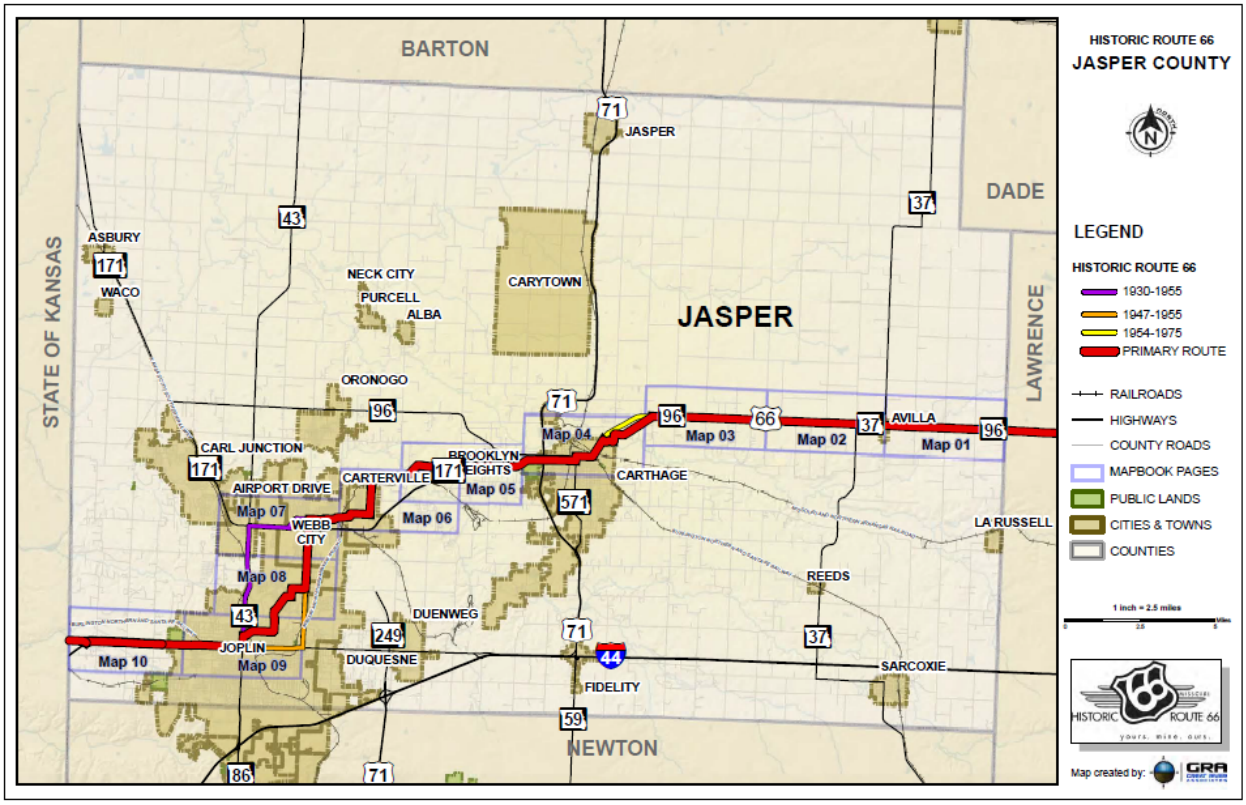
It should be noted that in addition to overnight travelers there are day trip travelers that are generally considered to be non-commuting trips of 50 or more miles each way. There is currently no directly applicable data on this market segment in Joplin. However, because there are several children's museum and Discovery Centers on the periphery of the 60 minute drive time from Joplin, this market segment will not be a major factor in the Discovery Center attendance pattern. However, its impact is included in the estimates of potential market support presented later in this report.

Segments of Joplin Tourism

Route 66 an Important Joplin Tourism Asset

Historic Route 66 passes through Joplin and is a visitor draw from national and international markets and is an important aspect of Joplin's community identity. Figure III-7 shows the Route 66 path through the heart of Joplin.

Figure III-7
Map of Route 66 in the Joplin Area



Source: *Historic Route 66 Yours Mine Ours*; Jasper County MO

Route 66 Visitor Segment In 2017, the Joplin CVB estimates there were 7,000 to 8,000 visitors to Joplin who were specifically traveling along Route 66. The route once extremely popular as a primary travel route for American tourists, is increasing in popularity for international tourists interested in "Americana". The American Route 66 travelers tend to be an older demographic, and are also typically on the road to experience Americana. However, there are few Route 66 iconic attractions in Joplin, which limits the number of

travelers that stay the night. If the Discovery Center had themes regarding the role of Route 66 in Joplin's history, it could make for an interesting attraction to Route 66 tourists that are traveling with children.

Motor Coach Segment In 2017, Joplin welcomed approximately 3,900 motor-coach group tourist equivalent people on day trips and an additional 16,300 tourists on overnight stays per the Joplin CVB. In total, motor-coach tourism brought approximately 20,200 group tour visitors to Joplin via motor-coach travel groups. This is typically however not a strong segment for a discovery center.

International Visitors According to VisaVue and the U.S. Department of Commerce and Tourism Economics Joplin received 19,085 international visitors from 107 different countries in 2016. The most common country of origin was Canada, Mexico and the United Kingdom. International tourists to Joplin had an economic impact of $5.3 million dollars. Note that there may be overlap with the Route 66 and Motor Coach segments.

Arts and Economic Prosperity

The arts are a significant contributor to Joplin's economy. The impact is documented in the 2017 report: *The Arts and Economic Prosperity® 5* which was conducted by Americans for the Arts, the nation's nonprofit organization for advancing the arts in America. This study was one of 341 cities and regions for which impacts of culture and the arts was studied for fiscal year 2015. While this study focuses largely on adult and family markets, it is indicative of the importance of these activities. Following is a summary of impacts from the report:

> *Arts & Economic Prosperity 5* provides evidence that the nonprofit arts and culture sector is a significant industry in the City of Joplin—one that generates $5.4 million in total economic activity. This spending—$1.8 million by nonprofit arts and cultural organizations and an additional $3.6 million in event-related spending by their audiences—supports 191 full-time equivalent jobs, generates $3.4 million in household income to local residents, and delivers $452,000 in local and state government revenue.

The majority (an estimated 85.5 percent of direct spending) arts is by local residents with the remainder by tourists. This finding reinforces the understanding that there is strong local interest in culture in Joplin.

Summary

Resident Market

- The resident market is defined as 45-minute drive to Joplin and is further divided into the following—Primary Market Area: 0 to 15-minute drive; Secondary Market Area: 15 to 30-minute drive; and the Tertiary Market Area: 30 to 45-minute drive time.
- The Total Resident Market Area is estimated to be a population of 287,900 people with a median age of 37.6 and an average household size of 2.53 people.
- The percentage of number of family households in the Total Resident Market is high, at 66.3 percent of total households. There is a total of 67,100 children living in the Resident Market Area, and that population is projected to grow by 2.5 percent by 2023. Overall, the Resident Market has a significant population of families and children to support the Discovery Center. However, the capture of this market is dependent on how the Discovery Center markets and positions itself within the Joplin community.
- There is a considerable difference between the median and average household income, and the per capita income in the Resident Market compared to the State and the Country as a whole. It is the reality in the Joplin area that most households are earning less than $50,000 annually. For the Discovery Center to draw in resident visitors it will have to be prudent when selecting ticketing options and pricing, in order to not price out certain households in the community.

Tourist Market

- In FY 2016, Missouri received 41.7 million visitors to the state, a high for the state that has been increasing in total visitors since FY 2010. The median age of Missouri travelers is 43 years old, and approximately one-third of Missouri tourists are families. While on their leisure trip, 25 percent of visitors report attending family attractions and 17 percent of visitors report visiting museums/cultural attractions. The state does not have extreme seasonality and has a relatively constant stream of visitors.
- While Joplin is a regional destination with its "Small Town America" charm, connection to Route 66 and its local history, the City of Joplin has limited tourism information. Based on the best available data, a reasonable estimate of traveler volume is 250,000 annual visitors including persons who stayed in paid accommodations and VFRs.

Section IV
PRELIMINARY PROJECT DESCRIPTION

For the purposes of this analysis and to inform design development moving forward, a preliminary project description for the proposed Discovery Center has been established. The project description identifies the facility concept, potential programming, facility size and conceptual program of spaces. It is based on the available resident and tourist markets, competitive context, the input of the community open house, the preliminary attendance potential analyses, and the consultant's general knowledge of discovery centers and the museum industry. This preliminary project description is the basis for the attendance potential analysis and the preliminary operating plan. As visitor experience planning and architectural programming advance, the project description and program of spaces would also be refined.

Project Concept

The Discovery Center will be an interactive, hands-on learning experience for families and children. A focus on STEAM related experiences is desired by the community. The STEAM acronym describes a popular concept in discovery centers and children's museums in recent years – Science, Technology, Engineering, Art and Math. Experiences and exhibits that bring together these topics in engaging and thought provoking ways can meet the child development aspirations of the project and also become a highly repeatable and popular destination for local residents, area-wide residents on day trips and for tourists visiting the area. In addition, interpretive themes relevant to Joplin hold great interest. These might include geology and mining, Route 66, agriculture, weather and the living world. Chosen themes would be interpreted and experiences planned through the STEAM informal education approach. In addition to permanent exhibits, the Discovery Center would present externally and internally produced changing exhibits in a gallery specially designed to host to provide new reasons to revisit and to serve niche audiences.

Program of Spaces

Data in **Table IV-I** identify the recommended types of spaces in the proposed Discovery Center and show a range of potential square footage for each space. Major program areas include exhibits, supportive public spaces and non-public spaces such as administrative, exhibit creation and repair, receiving and storage and building infrastructure. Based on this analysis of the program of spaces, the total building area required for the proposed Discovery Center may range from 17,000 square feet to 23,000 square feet with a mid-range of 20,000. About 40 percent of the space would be exhibit areas and 20 percent supportive public spaces.

Table IV-1
Conceptual Program of Spaces of the Proposed Discovery Center
Illustrative for Analytic Purposes Only

	Area in Square Feet			Percent to	
Program Areas	Low Range	Mid Range	High Range	Mid Range Total	Notes
Exhibit Areas					
Permanent Exhibits	6,000	7,000	8,000	35.2%	
Changing Exhibit	1,200	1,350	1,500	6.8%	
Total Exhibit Areas	**7,200**	**8,350**	**9,500**	**42.0%**	
Public Areas					
Lobby/Reception/ Ticketing	800	1,000	1,200	5.0%	
Classroom / Birthday	600	700	800	3.5%	One or two classrooms, divisible to birthday party rooms
Theater	800	900	1,000	4.5%	50 to 100 seating capacity / flexible use?
Restrooms	450	525	600	2.6%	
Food Service / Lunch Room	450	525	600	2.6%	
Gift Shop	400	500	600	2.5%	
Total Public Areas	**3,500**	**4,150**	**4,800**	**20.9%**	
Non-Public Areas					
Office Space	1,200	1,400	1,600	7.0%	
Staff / volunteers kitchen / Restrooms/ Lockers	500	550	600	2.8%	
Exhibit Storage/Prep	500	750	1,000	3.8%	
HVAC	500	750	1,000		
Custodial/Maintenance	500	600	700	3.0%	
Total Non-Public Areas	**3,200**	**4,050**	**4,900**	**20.4%**	
Total Net Building Area	**13,900**	**16,550**	**19,200**	**83.3%**	
Gross up @ 20%	2,780	3,310	3,840	16.7%	
Total Gross Building Area	**16,680**	**19,860**	**23,040**	**100.0%**	
Rounded	***17,000***	***20,000***	***23,000***		

Source: ConsultEcon, Inc.

Potential for Outdoor spaces

Many discovery centers have successfully incorporated additional outdoor elements to their visitor experience and this should be considered as well depending on the setting and land availability. While not included in the program of spaces, an outdoor area, or even a rooftop deck could add additional visitor experience, serve to alleviate crowding on the busiest days and offer a place for events and programming.

Land Requirement

The land for the proposed Discovery Center should include sufficient space to accommodate the building, as well as space for parking and any outdoor programming. A facility located in a greenfield location will differ in land requirement from a downtown location. Approximately 60 to 75 parking spaces for visitors, staff and volunteers are required. Assuming 300 square feet per parking space, including circulation space for vehicles, the parking area would require 18,000 to 23,000 square feet of space. Another consideration is opportunity for building expansion. This might indicate an allowance of a 50 percent increase in building footprint and parking requirement.

Based on the scale of building and parking requirements and flexibility for outdoor programming and future expansion, the land required for the proposed Discovery Center in a suburban location could range from 2.0 to 3.5 acres. In an urban context, land requirement would be lower as the Discovery Center could be laid out in a multi-story configuration and parking would be on-street and in nearby parking ramps. As noted a potential for a downtown facility is to have a rooftop outdoor area to complement the indoor spaces.

Prototypical Development Costs

Discovery Center and museum development costs are often higher than other types of developments due to their unique architecture and exhibit spaces that increase the cost of fitting out and finishing the building to museum quality standards for collections and exhibitions. Development costs for discovery centers typically fall in a range of costs from

$450 to $600 or more, depending on the capital needs for the project. Development costs typically include costs associated with:

- Acquisition of land and/or buildings
- Construction costs and contingency for building renovation or new construction
- Design, financing, permitting costs and contingency
- Costs associated with pre-opening operations
- Endowment and fundraising expenses

Summary

Based on this analysis of the program of spaces, the total building area required for the proposed Discovery Center may range from 17,000 square feet to 23,000 square feet with a mid-range of 20,000. About 40 percent of the space would be exhibit areas and 20 percent supportive public spaces. Based on the scale of building and parking requirements and flexibility for outdoor programming and future expansion, the land required for the proposed Discovery Center in a suburban location could range from 2.0 to 3.5 acres. In an urban context, land requirement would be lower as the Discovery Center could be laid out in a multi-story configuration and parking would be on-street and in nearby parking ramps.

Section V

ATTENDANCE PROJECTIONS AND OPERATING CAPACITY

Following is an evaluation of the attendance projections and operating capacity of the proposed Discovery Center. This analysis will require refinement as the project moves into later programming, design and implementation phases.

Attendance and Operating Assumptions

The proposed Discovery Center would operate under the norms of visitor attractions, discovery centers and museums nationally, adjusted for local conditions. Project assumptions relating to the facility and market for the proposed Discovery Center are as follows:

- The Discovery Center is assumed to operate as an independent organization. For analytical purposes this operating analysis evaluates the Discovery Center is assumed to be a stand-alone 20,000 square foot facility as described in Section V of this report.
- The Discovery Center will be well designed and constructed. It will be of a scale in size and in quality to be recognized regionally as a facility of excellence.
- The Discovery Center will be open year-round, 6.5 days a week. This is typical of the educational attraction industry. In addition, special events and facility rentals could occur at the facility when they do not disrupt regular visitation. The project will be used for special events and cultural activities after hours to promote community support and generate additional income. Educational groups will be invited to visit at discounted prices, and will receive a worthwhile and enjoyable educational experience. Community outreach will be a cornerstone of the programming effort.
- The Discovery Center will develop a marketing program to achieve and maintain attendance and continually attract new visitors from both resident and tourist markets. Ticket pricing will be attractive and commensurate with overall visitor experience and value delivered. The project will also be managed to provide dynamic and effective educational programs and dramatic and continually evolving new exhibits. The travelling (changing) exhibit gallery is recommended in order to attract new visitors and repeat visitation.
- The Discovery Center will be well managed. The structure, its exhibits, finishes, mechanical equipment and support systems will be well maintained to minimize insurance risks and unexpected repair and maintenance expenditures. Maintaining the exhibits in excellent condition is an important component of customer

satisfaction. For changing exhibit galleries, change-outs would occur on certain weekdays when attendance is lower; for exhibit repairs and maintenance, this would occur during open hours or after hours when necessary.

Attendance Potential

The Discovery Center has attendance potential from both resident and visitor markets. A repeat attendance pattern locally can be developed, and the "critical mass" of attraction elements can be created to also attract out-of-town visitors, typically those visiting local friends and relatives. The estimate of attendance potential at the Discovery Center has been prepared through a "gravity model" analytical approach. That is, the propensity to visit the Discovery Center is strongest among people who reside the closest – Joplin residents and residents of other communities within a short drive away.

Benchmark educational attraction data for comparable facilities is provided in **Appendix A**. These data provide insights to the experience of individual institutions, and as a whole their experience is an input to the attendance and operational assumptions and analyses of this report.

Data in **Table V-1** provide a summary of the derivation of the attendance potential estimate for the Discovery Center, based on the data and analyses contained in this report.

The market capture rate for the total Resident Market Area is estimated at 18 percent to 24 percent of total residents. The attendance analysis suggests strong repeat visitation patterns particularly among members and school group use. Discovery Centers attract attendance mostly from residents residing within a short to medium drive time; considering that there are few attractions in Joplin and that existing drive times to attractions are fairly long, it is reasonable that some people will drive longer distances to reach the Discovery Center. In addition to people who reside in the area, the Discovery Center will draw attendees who are staying overnight in the area typically with friends and relatives as well as some destination tourists particularly visiting Joplin for other regional events such as third Thursday, Joplin Memorial Run, Joplin Airshow, etc.

Table V-1
Stabilized Attendance Potential
Discovery Center

	Projected 2021 Market Population	Market Capture Rates Low	Market Capture Rates High	Visitation Range Low Range Attendance	Visitation Range Mid Range Attendance	Visitation Range High Range Attendance	Percent of Total Attendance
Resident Market							
Primary Resident Market 0 to 15-minute drive time	97,000	25.0%	35.0%	24,250	29,100	33,950	36.6%
Secondary Resident Market 15 to 30-minute drive time	82,000	20.0%	25.0%	16,400	18,450	20,500	23.2%
Tertiary Resident Market 30 to 45-minute drive time	114,000	15.0%	20.0%	17,100	19,950	22,800	25.1%
Total Resident Market	293,000	19.7%	26.4%	57,750	67,500	77,250	85.0%
		Tourist Market as a Percent of Total Attendance					
Tourist Market		15.0%	15.0%	10,191	11,912	13,632	15.0%
Total Stabilized Attendance Potential Range				67,941	79,412	90,882	100.0%
Mid Range Attendance [1/]				**68,000**	**79,000**	**91,000**	

[1/] Rounded to nearest 1,000

Source: ConsultEcon, Inc.

An attendance potential range has been established for total stabilized attendance. Stabilized attendance levels are typically achieved in the third or fourth year after opening. Attendance potential at the Discovery Center in a stable year (Year 3) is estimated at 68,000 to 91,000, with a mid-range "best estimate" of 79,000.

While the majority of the visitation will come from the resident market area, as noted the Discovery Center will be able to attract additional visitors from travelers to the area. Estimated at a mid-range of 12,000 attendees, the travel market is estimated to have the potential to account for 15% of total annual attendance.

The range in the estimate of attendance will vary due to the following factors:

- The location and characteristics of the site selected for the Discovery Center;
- Ease of access such as sufficient parking for visitors;
- How well facility and visitor experience concepts are translated into the visitor experience;
- Ticket pricing policies;
- The extent of special events and exhibits;
- Quality of operations;
- Success of membership development efforts;
- The amount and quality of marketing employed (including pre-opening marketing);
- Changes in the economic environment generally; and,
- The variation in market acceptance of the project that may occur.

This analysis is limited by the early conceptual nature of the project. As planning moves forward and more definitive program, design and operating plans are created, additional refinement of the attendance potential will be warranted.

Five-Year Attendance Pattern

For a project of this type, attendance in the first years of opening is typically higher than in later stabilized years due to market excitement created by the presence of a new attraction. Attendance of 15 percent above stabilized attendance could be anticipated during the opening year. Data in **Table V-2** show an estimated five-year attendance trend, with an early year surge and visitation subsiding after opening.

Table V-2
Multi-Year Attendance Potential
Discovery Center

	Early Year Attendance Surge		Stable Year		
	YEAR 1	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
Percentage of Stabilized Attendance	*115%*	*105%*	*100%*	*100.5%*	*101.0%*
Mid Range Attendance Potential	**90,850**	**82,950**	**79,000**	**79,395**	**79,790**
Low Range Attendance Potential	78,200	71,400	68,000	68,340	68,680
High Range Attendance Potential	104,650	95,550	91,000	91,455	91,910

1/ Stabilized attendance expected to occur in Year 3. This analysis assumes that the full facility will be open at Year One of operations.

Source: ConsultEcon, Inc.

Physical Planning Parameters

The information provided by data in **Table V-3** uses the estimated stabilized attendance potential range to prepare physical planning parameters for the Discovery Center. It should be emphasized that these are prepared for planning purposes and to verify the recommended project scale from a market perspective. The analysis also uses a factor of peak in-house attendance to estimate parking demand. Given this context, a facility in-house population analysis has been prepared that uses the estimate of the attendance during the peak month (estimated at 14 percent of annual attendance and typically achieved in July), a high week during that period (28%) and a strong day in that week (20 percent of weekly attendance, most likely a Saturday) to arrive at an appropriate "peak day" attendance level for the Discovery Center. A factor of peak in-facility population of 28 to 34 percent of that day's total attendance is then estimated, based on an assumed length of stay of 2.0 to 2.5 hours. These factors provide an estimate of the "in-house" population,

which is useful for facility sizing and throughput analysis. At peak periods, the facility would have an estimated 170 to 210 visitors in-house under a mid-range attendance scenario.

Table V-3
High Day Facility Parameters
Discovery Center

Annual Visitation / Factor		Low- Range Attendance [1/] 68,000	Mid- Range Attendance [1/] 79,000		High- Range Attendance [1/] 91,000
High Month at	14% of Attendance	9,520	11,060		12,740
High Week at	28% of High Month	2,666	3,097		3,567
High Day at	20% of High Week	533	619		713
Length of Stay		**2 hour stay**	**2 hour stay**	**2.5 hour stay**	**2 hour stay**
Length of Stay / Percent In-house		28%	28%	34%	28%
High in-house population		149	173	211	200
Visitor High Period Parking Demand [2/]		59	69	84	80
Public Space Sizing					
Public Space per Attendee	**25 SF/attendee**				
Range of Public Circulation Space (Rounded to Nearest 100)		3,700 SF	4,300 SF	6,300 SF	5,000 SF
Facility Sizing [3/]		**2.5 Times**	**2.5 Times**	**2.5 Times**	**2.5 Times**
Total Facility Net Size Range		9,250 SF	10,750 SF	15,750 SF	12,500 SF
Gross up @ 20%					
Total Facility Net Size Range		**11,100 SF**	**12,900 SF**	**18,900 SF**	**15,000 SF**

1/ Early year attendance may be fifteen percent higher or more.

2/ Based on 95 percent auto usage during high daytime periods. 2.5 persons per vehicle. Plus 5% turnover requirement. Staff and volunteer demand would generate additional demand for parking.

3/ These are broad planning parameters to test facility sizing. Non-circulation space includes exhibit footprint, back of house and so forth.

Source: ConsultEcon, Inc.

Ensuring adequate parking will also be critical to the market and operating success of the Discovery Center. The facility parking demand analysis in Table VI-3 for the Discovery Center indicates, based on the mid-range in-house attendance scenario, that an estimated

69 to 84 parking spaces would be required at peak periods.[8] The estimate of visitor parking demand does not include employee or volunteer parking, parking for special events, or bus parking. Employee and volunteer parking could add a need for 25 or more additional parking spaces.

Summary

An attendance potential range has been established for total stabilized attendance. Stabilized attendance levels are typically achieved in the third or fourth year after opening. Attendance potential at the Discovery Center in a stable year (Year 3) is estimated at 68,000 to 91,000, with a mid-range "best estimate" of 79,000. Most of the visitors would come from the resident market area with a small proportion of visitors that are tourists, usually visiting friends and relatives. At peak periods, the facility would have an estimated 170 to 210 visitors in-house under a mid-range attendance scenario requiring between an estimated 69 to 84 parking spaces at peak periods plus upwards of 25 spaces for staff and volunteers.

[8] The parking demand analysis is based on 95 percent automobile usage during peak periods and an average of 2.5 persons per vehicle.

Section VI
OPERATING POTENTIAL

This section provides an operational analysis of the Discovery Center, based on the preliminary project description and the mid-range of the attendance projections. As project planning advances, this analysis will need to be refined based on changes to the project concept and programming.

Benchmark educational attraction data for comparable facilities is provided in **Appendix A**. These data provide insights to the experience of individual institutions, and as a whole their experience is an input to the attendance and operational assumptions and analyses of this report.

Operating Revenues

Operating revenues of the Discovery Center will be derived mainly from admission ticket sales, but substantial additional revenue will be derived from sources such as gift shop sales, memberships, and use of the facility for day camps, after school programming, and birthday parties. Following is a review of the revenue potential of the Discovery Center.

Ticket Revenues

Data in **Table VI-1** present the assumed cost and distribution of tickets and ticket sales by visitor type as well as membership estimates. Members are assumed to enter free of charge with purchase of their annual membership. Ticket prices are assumed to be $8.00 for both adults and children. This ticket pricing policy is designed to reflect the quality experience proposed, but also to encourage strong attendance levels. Average per capita admissions revenue is a product of ticket prices and the mix of ticket types sold (adults, children, members etc.). Ticket price assumptions used in this report are in current dollars. Ticket prices are assumed to increase at a rate of 5 percent every other year.
Free / complimentary attendance would include attendances sponsored by a targeted grant or gift, special programs or free attendance periods, and other complimentary tickets.

Also included in this category are children under the age of 1 who would attend for free. The plan also includes a number EBT discounted tickets as well as an assumption of an average 3 percent discount to the overall achieved per-capita ticket price to reflect various ticket price discounts could be offered as attendance incentives and/or community benefits. Student group attendance will be an important component of visitation. The fees for student groups would be expected to range from a standard school group rate to discounted tickets to free attendance.

Data in **Table VI-2** present the five-year assumed distribution of attendance, tickets and ticket sales by type as well as memberships.

Memberships

Memberships can be an important revenue source. Membership to the Discovery Center has the potential to be substantial, because the type of educational offerings proposed are very repeatable, and the price of a family membership versus the price of general admission will be favorable. Free admission with the purchase of a membership is an important economic incentive for becoming a member. Data in Table VII-1 also review the membership estimates for the Discovery Center. This analysis has assumed that about 30 percent of attendance will be derived from members, based on about 1,100 memberships in a stable year, of which about 96 percent would be family memberships (offering free admission any open day of the year) and the remainder supportive memberships. Based on the value of a visit to the Discovery Center and the number of memberships forecast, an average of $133 per membership is estimated in current dollars. An assumed 48 sponsor and patron memberships are also incorporated in this analysis.

Table VI-1
Stable Year Admissions Analysis
Discovery Center

Per Capita Ticket Revenue

	% to Total Attendance	Attendance By Type	Achieved Ticket Price [3/]	Achieved Per Capita	Achieved Per Cap % to Subtotal
Adults	20.0%	15,800	$8.00	$1.60	40.8%
Children (1-10)	20.0%	15,800	$8.00	$1.60	40.8%
Student / School Group	10.0%	7,900	$4.00	$0.40	10.2%
Inclusive / Affordable	8.0%	6,320	$4.00	$0.32	8.2%
Members	30.0%	23,700	$0.00	$0.00	0.0%
Birthday Parties / Facility Rentals	5.0%	3,950	$0.00	$0.00	0.0%
Program / Camp Attendees [2/]	3.0%	2,370	$0.00	$0.00	0.0%
Free/Complimentary [3/]	4.0%	3,160	$0.00	$0.00	0.0%
Subtotal	**100.0%**	**79,000**		**$3.92**	**100.0%**
Other Discounts as a % of achieved per capita ticket revenue			-3.0%	($0.12)	
Total [4/]	**100.0%**	**79,000**		**$3.80**	

Memberships Estimates	Total	Membership Types	Percent to Total	Estimated Number of Memberships	Avg. Price By Type
No. of Member Attendances	23,700	Family	95.0%	1,131	$120
Average Annual Attendances Per Membership [5/]	20	Sponsor	4.0%	48	$250
Est. Total Memberships	**1,190**	Patron	1.0%	12	$500
		Total	**100.0%**	**1,191**	**$129.07**
Potential Membership Revenue	$153,510	**Rounded:**			**$129.00**

[1/] Inclusive / affordable ticket prices might be available for example to EBT Card Holders, through libraries etc..

[2/] Program attendee revenue is not admission ticket based, and is included separately.

[3/] Includes complimentary tickets, children under one year old, VIPs, etc.

[4/] Achieved ticket prices in current dollars, with assumed inflation rate thereafter.

[5/] Typical families assumed at 4 persons.

Source: ConsultEcon, Inc.

Table VI-2
Attendance, Ticket Revenue and Membership Assumptions
Discovery Center

% to Total Attendance		Year 1	Year 2	Stable Year 3	Year 4	Year 5
Adult		24.0%	23.0%	20.0%	20.0%	20.0%
Children (2-10)		24.0%	22.0%	20.0%	20.0%	20.0%
Student Group		9.0%	9.5%	10.0%	10.0%	10.0%
Indusive / Affordable		8.0%	8.0%	8.0%	8.0%	8.0%
Members		25.5%	27.0%	30.0%	30.0%	30.0%
Birthday Parties / Facility Rentals		4.0%	4.5%	5.0%	5.0%	5.0%
Program / Camp Attendees [1/]		2.0%	2.5%	3.0%	3.0%	3.0%
Free/Complimentary [2/]		3.5%	3.5%	4.0%	4.0%	4.0%
Total		**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Attendance By Type						
Adult		21,804	19,079	15,800	15,879	15,958
Children (2-10)		21,804	18,249	15,800	15,879	15,958
Student Group		8,177	7,880	7,900	7,940	7,979
Indusive / Affordable		7,268	6,636	6,320	6,352	6,383
Members		23,167	22,397	23,700	23,819	23,937
Birthday Parties / Facility Rentals		3,634	3,733	3,950	3,970	3,990
Program / Camp Attendees [1/]		1,817	2,074	2,370	2,382	2,394
Free/Complimentary [2/]		3,180	2,903	3,160	3,176	3,192
Total		**90,850**	**82,950**	**79,000**	**79,395**	**79,790**
Ticket Price Analysis [3/]						
Adult		$8.00	$8.00	$8.40	$8.40	$8.80
Children (2-10)		$8.00	$8.00	$8.40	$8.40	$8.80
Student Group		$4.00	$4.00	$4.20	$4.20	$4.40
Indusive / Affordable		$4.00	$4.00	$4.20	$4.20	$4.40
Members		$0.00	$0.00	$0.00	$0.00	$0.00
Birthday Parties / Facility Rentals		$0.00	$0.00	$0.00	$0.00	$0.00
Program / Camp Attendees [1/]		$0.00	$0.00	$0.00	$0.00	$0.00
Free/Complimentary [2/]		$0.00	$0.00	$0.00	$0.00	$0.00
Less Coupons & Discounts @	-3.0%	($0.14)	($0.13)	($0.12)	($0.12)	($0.13)
Per Capita Average Revenue		**$4.38**	**$4.17**	**$3.99**	**$3.99**	**$4.18**
Membership Analysis						
Membership Attendance		23,167	22,397	23,700	23,819	23,937
Individual & Family Memberships		1,160	1,120	1,190	1,190	1,200
Average Membership Fee [3/]		**$129.00**	**$129.00**	**$135.00**	**$135.00**	**$142.00**

[1/] Program attendee revenue is not admission ticket based, and is included separately.

[2/] Includes complimentary tickets, children under two years old, VIPs, etc.

[3/] Ticket prices and membership fees in current dollars in Year 1. Ticket prices and membership fees are assumed to increase at a rate of 3.02% every other year, thereafter.

Source: ConsultEcon, Inc.

Operating Assumptions

Data in **Table VI-3** provide a range of operating and revenue factors for the operating and financial analysis.[9] These assumptions form the basis for the revenue potential for the Discovery Center. In general, they are informed by the experience of comparable facilities nationally and regionally. Other revenue assumptions are described in more detail below.

Retail and Other Sales

Gift shop sales are an important revenue source for educational and cultural attractions. Following is a discussion of some of the issues relating to retail shop sales volume. Visitor spending of $1.00 per capita is assumed for the gift store for all visitors plus 5 percent additional sales as a percentage of total visitor retail sales from those not visiting the Discovery Center, just the store. Cost of goods sold is estimated at 50 percent of gross sales. The per capita sales estimates used in this report are typical of educational attractions that offer a fully stocked and professionally operated gift shop.

Food Service

Educational attraction visitors typically desire a drink or a light snack when they visit. However, economies of scale dictate that profitably operating extensive food service facilities typically requires higher attendance than the attendance potential at the Discovery Center. As there are limited food service offerings nearby, this analysis assumes food service in the form of a kiosk or food cart at the facility, which would serve light snacks and beverages to visitors and potentially could also serve nearby land uses. The food service at this scale is typically operated by a local subcontractor caterer or restaurant.

[9] Annual inflation rate is assumed at 2 percent and Year 1 data is presented in 2018 dollars.

Table VI-3
Operations Analysis Assumptions in Current Dollars
Discovery Center

General		**Notes**
Total Building Area	20,000	square feet
Interior Exhibit Size	8,350	square feet
Site Size	1.5	acres
Number of Dedicated Parking Spaces	50	for visitors, staff and volunteers
Mid-Range Attendance	79,000	Stable Year
Inflation	2.0%	
Annual Attendance Growth after Year 3	0.5%	
Admission Fees and Revenue		
Ticket Price	$8.00	Adults and Children
Per Capita Ticket Revenue	$3.80	
Ticket and Membership Price	5.0%	Increase Every Other Year
Coupons & Discounts	-3.0%	of Achieved Per Capita Ticket Revenue
Family & Supportive Memberships		
Number of Family & Supportive Memberships	1,190	Stable Year
Average Membership Fee	$129	Year 1
Annual Attendances Per Membership	20	
Retail		
Per Capita Retail Sales	$1.00	
Cost of Goods Sold as a % of Retail Sales	50%	
Outside Sales as a Percent of Retail Sales	5%	
Food Service [1/]		
Per Capita Food Cart / Vending Sales	$1.25	
Facility Share of Gross Sales [1/]	11%	

Table VI-3 (Continued)
Operations Analysis Assumptions in Current Dollars
Discovery Center

Day Camps		
Number of Weeks of Day Camp Per Year	8	Day camps offered during the summer and
Average Campers per Week	30	during school breaks.
Estimated Total Campers	240	Each camper averages 5 days on-site
Average Gross Revenue per Camper per Week	$300	
Add-On & After School Programs		
Number of Add-On Program Days Per Year	150	Programs offered in addition to individual
Average Attendees per Add-On Program	14	and school group museum admission, such
Total Program Attendees	2,130	as after school programs, program for home
Average Gross Revenue per Attendee	$12	schoolers, and other enrichment programs.
Birthday Parties & Facility Rentals		
Number of Parties & Rentals Per Year	150	Includes small-scale private events, such as
Average Number of Attendees Per Rental	22	birthday parties.
Total Birthday Party & Facility Rental	3,300	
Average Gross Revenue Per Rental	$300	
Other Revenue As a % of Earned Revenue	2%	

[1/] Food service is represented by a limited menu food cart. Assumes that food cart is accessible by both museum visitors and non-visitors. Assumes outside caterer provides food service.

Source: ConsultEcon, Inc.

Based on these factors, per transaction food service sales are estimated at $1.25 per capita. The Discovery Center's net proceeds are assumed at 11 percent of gross food sales. These food service performance factors are typical of educational attractions that offer professionally operated supplementary food service. Actual food service results will vary based on the final size of the food service offerings, the menu offered, the periods it is open (days and hours of the day), the extent of vending offered, and the type of contractual relationship that is established with an outside vendor. Generally, at the Discovery Center's scale of size and attendance, food service is provided more as a visitor amenity than as a major profit center. Ultimately, the focus should be on providing the best food service value at a break even or modest positive cash flow.

Camps and Other Programs

The Discovery Center is advised to offer day camps and add-on programming, which will generate additional revenue beyond gate admissions revenue, and provide a valued community service. There are assumed to be 8 weeks of day camp during the summer, with an average of 30 campers per week. The average gross revenue per camper per week is $300.

Add-on and after school programs would include drop-in and scheduled programming and after school programs at the Discovery Center. There are assumed to be 150 add-on programs per year. There are assumed to be an average of 13 attendees per add-on program, paying $15.00 inclusive of Discovery Center admission. These attendees are counted in the attendance analysis as program and camp attendees. Camps and programs will ramp up during the first few years of operations, but will be operating at full capacity by the stable year.

Birthday Parties and Facility Rentals

In addition to programs, private group rentals such as birthday parties should be offered. Birthday parties and facility rentals are an important revenue source for Educational attractions. This analysis assumes 150 birthday parties and rentals in a mid-range scenario in a stable year with an average gross revenue per birthday party / rental of $300.

Other Revenues

These may include stroller rentals, locker rentals, and sponsorships with advertising benefits, interest on accounts, and other miscellaneous revenues. These are estimated to be 2 percent of total earned revenue.

Revenue Potential Summary

Data in **Table VI-4** present an estimate of revenue potential in a stable year, based on the attendance potential, ticket pricing, membership, and other revenue assumptions. The initial years of operation benefit from higher attendance levels than is expected in the stable year. The earned revenue estimate is shown in both current dollars and future dollars, assuming a 2 percent annual inflation rate. The actual dollar amounts for Year 1 and subsequent years will depend on future rates of inflation, project performance, and the number of years the project takes to develop before opening.

The stable year earned revenue potential for the Discovery Center is estimated to be approximately $716,000 in current dollars based on the findings and assumptions of this report.

Table VI-4
Earned Revenue Potential
Discovery Center

	YEAR 1	YEAR 2	Stable YEAR 3	YEAR 4	YEAR 5	Stabilized Year	Stable Year
TOTAL ATTENDANCE	90,850	82,950	79,000	79,395	79,790	79,000	**Percent to Total**
REVENUE [1/]						**In Current Dollars**	
Ticket Revenue	$398,323	$345,984	$315,409	$316,986	$333,733	$303,161	42.3%
Family & Supportive Membership Revenue	149,640	144,480	160,650	160,650	170,400	154,412	21.6%
Gross Retail	95,393	88,839	86,301	88,467	90,686	82,950	11.6%
Food Service Net Revenue	12,492	11,634	11,301	11,585	11,875	10,863	1.5%
Day Camps [2/]	36,000	55,080	74,909	76,407	77,935	72,000	10.1%
Add-On Programs [3/]	20,364	23,180	26,593	27,275	27,975	25,560	3.6%
Birthday Parties & Facility Rentals [3/]	51,000	52,020	56,182	57,305	58,451	54,000	7.5%
Other Revenue	14,244	13,384	13,503	13,627	14,252	12,979	1.8%
TOTAL EARNED REVENUE	**$777,455**	**$734,601**	**$744,848**	**$752,303**	**$785,307**	**$715,925**	**100.0%**

[1/] Year 1 Revenue in current dollars, with assumed inflation rate thereafter, with the exception of ticket revenue and membership fees which are assumed to

[2/] Camps assumed to start in Year 1 at 50% capacity, in Year 2 at 75% capacity, and continue in Years 3 through 5 at full capacity.

[3/] Add-On and After School Programs and Birthday Parties & Facility Rentals assumed to ramp up to Year 3 to full capacity.

Source: ConsultEcon, Inc.

OPERATING AND MANAGEMENT PROFILE

The operating expense estimates for the Discovery Center were prepared to reflect the proposed facility program as informed by the experience of other facilities comparable to the Discovery Center. The expenses reflect a tightly operated project with a "bottom line" orientation. Inputs to the operating expenses analyses include the experience of comparable facilities and the proposed "metrics" of the facility – its size, program and attendance potential. It should be noted, however, that each comparable facility has its unique characteristics, programs and operating procedures – the experience of other comparable facilities should be regarded as a guide for planning only. Increasingly detailed operating expense plans can be made in subsequent planning, design and construction phases.

Personnel

Personnel are a key component to an operating plan for educational attractions. The proposed program for the Discovery Center indicates a need for approximately 11 full-time and 20 part-time positions for a total of 21.0 full time equivalent (FTE) employees. In addition, a number of part-time volunteers are assumed to support some of the positions as shown by data in **Table VI-5**. The estimated salary budget for the personnel is approximately $753,000 in current dollars with an estimated average taxes and fringe of 18 percent of total salaries in addition. The salaries assumed in this analysis are prototypical for the industry and are not meant to set the compensation for a particular position. Overall, they are indicative of the salaries that should be anticipated for the Discovery Center. Paid staff positions would be supplemented by volunteers, who would have interpretive duties as well as assisting with education, visitor services, marketing, events and other important functions. The total payroll for the Discovery Center, based on this staffing profile, is estimated at $890,000 inclusive of overhead and benefits. Personnel direct salary and fringe benefit costs including seasonal and intern wages are approximately 66 percent of total facility operating expenses.

Table VI-5
Proposed Personnel Plan in Current Dollars
Discovery Center

Title/Position	Number of Full-Time	Number of Part-Time	Number of Part-Time Volunteers	Assumed Full Time Equivalent (FTE) Annual Salary	Total Salary	Function
Administration, Finance & Operations						
Children's Museum Director	1			$85,000	$85,000	Carries out policies set forth by Museum board of directors, supervises entire museum operation, personnel hiring, leads fundraising and development.
Controller		1		$50,000	$25,000	Manages budget, accounts payable and receivable, payroll and financial reports.
Development Director / Membership Manager	1			$60,000	$60,000	Coordinate contributed revenue budget, manage development campaigns and activities including special donor events. Works with development director to manage contributed revenue and special activities for members.
Office Manager	1			$32,000	$32,000	Provide administrative, financial, and operations staff with support in back of house and administrative activities, bookkeeping
Operations Director and Store Manager	1			$40,000	$40,000	Manages museum store, buying, merchandising recruit and train volunteers, oversee volunteers & floor staff, scheduling oversee admissions department.
Volunteer Coordinator		1		$30,000	$15,000	Coordinates schedules and assignments of volunteers, trains volunteers, interns, and other temporary and seasonal staff across museum departments and areas of operations.
Information Technology		1		$45,000	$22,500	Manages internal information networks.
Facilities / Maintenance Manager	1			$45,000	$45,000	Interface with facility contractors and museum personnel, supervise building personnel, assist in selected mechanical & facility repairs.
Custodians		2		$25,000	$25,000	Maintain facility and exterior areas.
Marketing & Events						
Marketing and Events Manager	1			$45,000	$45,000	Carries out major marketing and event coordination, develops promotional materials.
Marketing Assistant		1	1	$32,000	$16,000	Assist with marketing and development mailings, prepare and support special events, miscellaneous duties.
Event Assistant		1	2	$28,000	$14,000	Assist with special events, facility rentals, birthday parties, misc. duties.

Table VI-5 (Continued)
Proposed Personnel Plan in Current Dollars
Discovery Center

Title/Position	Number of Full-Time	Number of Part-Time	Number of Part-Time Volunteer Positions	Assumed Full Time Equivalent (FTE) Annual Salary	Total Salary	Function
Programs & Exhibits						
Programs & Exhibits Manager	1			$48,000	$48,000	Develop, plan & maintain exhibits & exhibit floor, oversee program development / staff. 'Implement after-school and camp programs and assist in educational programming development.
Exhibit technicians		1		$35,000	$17,500	Maintain on-site exhibits for safety and functionality.
Lead Educator	1			$36,000	$36,000	Develop and plan educational programming.
Education Assistant		1	4	$28,000	$14,000	Support after-school and camp programs, and assist with birthday parties. Support regular museum education staff. Maintain education exhibits, [illegible]
Visitor Experiences						
Floor Staff - Full Time	2			$28,000	$56,000	Manage visitor experiences and assist during daytime and evening events.
Floor Staff - Part Time		6	10	$26,000	$78,000	Manage visitor experiences and assist during daytime and evening events as well as assist with birthday parties.
Cashiers - Admissions/Retail - Full Time	1			$24,000	$24,000	Stock retail, admissions & cashier; support floor staff as necessary.
Cashiers - Admissions/Retail - Part Time		5	4	$22,000	$55,000	Stock retail, admissions & cashier; support floor staff as necessary.
Total Salaries					$753,000	
Taxes & Fringe Estimated at	18%				$135,540	Benefit amounts and ratio to salaries is based on the planned employee mix.
Total Salaries, Taxes & Fringe					$888,540	
Total Personnel	**11**	**20**				
FTE Equivalent Positions [1/]	**21.0**					
Number of PT Volunteer Positions			**21**			
Avg. annual hours worked:			300	[2/]		It should be noted that this is a core of volunteers making substantial time investments in the museum. In addition, there will likely be a large number of other volunteers who work on a lesser level for special events, programs and fundraisers.
Volunteers needed to fill each part time positions:			3.5			
Total Volunteers Needed			74			

[1/] FTE -- Full Time Equivalent positions are estimated based on full time personnel plus part time workers at 50% of full time.
[2/] Average hours per volunteer based on 50 weeks at 6 hours per week.
Source: American Alliance of Museums National Comparative Museum Salary Survey, 2014; ConsultEcon, Inc.

Non-Personnel Operating Expenses

Data in **Table VI-6** provide a stable year attendance operating expense estimate in current dollars based on detailed factors for individual expense items for the Discovery Center. Expense categories include the following:

Exhibit Reinvestment and Maintenance

Reinvestment in the exhibits is essential to maintaining a "fresh" face to the public and in keeping all exhibits in good working order. The full replacement of exhibit areas over time would be based on new capital campaigns, and the costs would be a capitalized expenditure. Annual repair and improvement however should be budgeted as a recurring and ongoing process. This operation expense schedule budgets for an annual sum estimated on a per-attendee basis to reflect the wear and tear on the exhibit areas.

Changing Exhibitions Procurement

The lease and/or production of changing exhibits is an increasingly important component of educational attraction operations nationally. Changing / traveling exhibits help an educational attraction to offer new subjects and concepts to the public. Temporary exhibits produced in-house provide an opportunity to focus on local topics and to utilize in-house expertise and creativity. Traveling and temporary exhibitions also helps to generate new and repeat visitation. Several changing exhibits would be expected to be offered annually. This budget accounts for a certain annual allocation for such purposes, based on industry standards for traveling and temporary exhibit programs.

Table VI-6
Stable Year Operating Expenses in Current Dollars
Discovery Center

Project Parameters					
Museum Gross Square Footage	20,000				
Museum Exhibit Square Footage	8,350				
Annual Attendance	79,000				
Full-Time Equivalent Employees (FTEs)	21.0				
Volunteer Part Time Workers	74.0			See Personnel Schedule	**Percent To Total**
Detailed Budgetary Analysis	**Annual Amount**			**Expense Factors** [1/]	
Full and Part-Time Personnel	$753,000			See Personnel Schedule	55.7%
Personnel Taxes & Fringe	135,540		18.0%	Based on employee mix	10.0%
Professional Services	21,000	@	$1,000	Per FTE	1.6%
Development Activities	20,000			Budgeted	1.5%
Supplies, Materials & Birthday Party Expenses	31,500	@	$1,500	Per FTE	2.3%
Travel & Staff Development, Dues & Subscriptions	5,250	@	$250	Per FTE	0.4%
Communications / Online / Website	15,750	@	$750	Per FTE	1.2%
Postage & Shipping	2,100	@	$100	Per FTE	0.2%
Equipment Rental/ Lease	15,750	@	$750	Per FTE	1.2%
Advertising	59,250	@	$0.75	Per Attendee	4.4%
Printing & Publications	19,750	@	$0.25	Per Attendee	1.5%
Events and Programs	15,000			Budgeted	1.1%
Changing Exhibits	20,000			Budgeted	1.5%
Exhibit Reinvestment / Maintenance	39,500	@	$0.50	Per Attendee	2.9%
Retail Cost of Goods Sold (COGS)	41,475	@	50%	Of Gross Retail Sales	3.1%
Volunteer uniforms, gratuities & social events	7,400		$100	Per Volunteer PT	0.5%
Utilities	45,000	@	$2.25	Per Interior SF	3.3%
Insurance	25,000	@	$1.25	Per Interior SF	1.8%
Repairs & Maintenance Interior & Exterior	30,000	@	$1.50	Per Interior SF	2.2%
Other Miscellaneous / Contingency	10,000	@	$0.50	Per SF	0.7%
Subtotal Operating Expenses	**$1,312,265**				**97.1%**
Capital Reserves	**$39,368**			**3% of Total Op. Expenses**	**2.9%**
Total Operating Expenses	**$1,351,633**				**100.0%**
Operating Analysis					**% to Total**
Operating Expense Per Gross SF	$68			Personnel Costs	65.7%
Operating Expense Per Exhibit SF	$162				
Operating Expense Per Visitor	$17			Non Personnel Costs	34.3%
Attendees Per FTE	3,762				
Op. Exp. Per FTE	$64,363			Taxes & Fringe per FTE	$6,454
Square Feet Per FTE	952			Taxes & Fringe Per Employee	$4,372

[1/] Factors are based on industry standards and the specific attributes of the project and local conditions.

[2/] Capital Reserves include funds for equipment replacements and minor capital for building improvements.

Source: ConsultEcon, Inc.

Supplies and Materials

Supplies and materials include consumable items such as office supplies, custodial and building maintenance supplies, paper products, educational aids and exhibit consumables. Factors for supplies and materials have been provided for office, curatorial and educational/programming functions.

Advertising, Printing and Publications

Advertising, printing and publications include the design, production and distribution expenses for online, newspaper, broadcast or billboard advertising, and printed matter including office stationary and letterhead, press release packages and educational kits. Direct marketing and printing costs do not include associated personnel costs (which are included with personnel). The Discovery Center is expected to receive significant free publicity by local media stations and sources initially and over time. Cooperative marketing through the Joplin Convention and Visitors Bureau as well as regional and statewide visitor information and marketing channels is recommended.

Professional Services

Professional services include consulting fees, tax preparation and auditing, legal fees, and temporary office services, consulting contracts for marketing, benefits, information technology etc. These services are estimated on a per FTE basis.

Other Administrative Expenses

Other administrative expenses include communications expenses, postage and shipping, equipment rental, travel and development, dues and subscriptions, volunteer supplies and events, and other costs. Estimated other administrative expenses were based on the scale of the Discovery Center and industry experience. Other operating costs account for operating contingencies and discretionary departmental expenses.

Utilities, Repairs and Maintenance, and Insurance

The utility costs for the Discovery Center were estimated on a preliminary basis from comparable discovery center and children's museum data. The utilities budget includes electricity costs, air handling (HVAC), exhibit and general lighting, as well as other uses, energy for heating and cooling, public services, and charges for sewerage. Repairs and maintenance were based on a new building or newly renovated building, and insurance costs are based on typical amounts for educational attractions. Outside services may include trash hauling, landscape maintenance etc.

Gift Store Operations

The gift store is assumed to be set-up and operated by the Discovery Center and include diverse merchandise supporting the facility visitor experiences. Gift store personnel costs are included in the administration and retail staffing estimates. Cost of Goods Sold (COGS) is assumed at 50 percent of gross retail revenues.

Capital Reserves

A capital reserves fund should be in place to cover major non-recurring expenses for mechanical, electrical and plumbing repairs and maintenance contracts. These costs are expected to be less during the early years of operation due to new construction and extended warranty periods. Capital reserves may also contribute to future changing exhibits, minor building improvements and replacement of large equipment under heavy use such as exhibit lighting and HVAC units. This reserve can also double as an operating expense contingency fund in emergencies. Contributions to this fund are usually made from surplus net operating income, but can also be funded through fundraising. An annual budget of approximately 3 percent of total operating expenses for replacement reserves is included in this operating plan. This equals about $39,000 annually.

Non-Personnel Expense Budget

In a stable year of operations, the non-personnel expenses are estimated to total $424,000 annually in current value of the dollar. In addition, $39,000 is budgeted annually for Capital Reserves.

Total Operating Expenses

Based on project size, attendance and operating approach, a Total Operating Budget of $1,352,000 in current value of the dollar is estimated for the Discovery Center.

Operating Expense Profile

Data in **Table VI-7** summarize the operating expense trend for the first five years of operations.

Table VI-7
Estimated Operating Expenses
Discovery Center

Operating Expenses [1/]	YEAR 1	YEAR 2	Stable YEAR 3	YEAR 4	YEAR 5	Stabilized Year in Current Dollars	Percent to Total
Personnel Expenses	$888,540	$906,311	$924,437	$942,926	$961,784	$888,540	65.7%
Advertising, Printing & Publications	90,850	84,609	82,192	84,255	86,367	$79,000	5.8%
Administrative	118,750	121,125	123,548	126,018	128,539	$118,750	8.8%
Exhibits, Events & Programs	80,425	78,005	77,510	79,270	81,069	$74,500	5.5%
Retail COGS	47,696	44,420	43,151	44,234	45,343	$41,475	3.1%
Occupancy	110,000	112,200	114,444	116,733	119,068	$110,000	8.1%
Subtotal Operating Expenses	**$1,336,261**	**$1,346,669**	**$1,365,281**	**$1,393,435**	**$1,422,169**	**$1,312,265**	**97.0%**
Capital Reserves [2/]	$40,088	$40,400	$40,958	$41,803	$42,665	$40,155	3.0%
Total Operating Costs	**$1,376,349**	**$1,387,069**	**$1,406,239**	**$1,435,238**	**$1,464,835**	**$1,352,420**	**100.0%**

[1/] Year 1 shown in current dollars with assumed inflation rate thereafter.
[2/] Capital Reserves include funds for equipment replacements and minor capital for building improvements.
Source: ConsultEcon, Inc.

Project Net Operating Income Potential

The Discovery Center has substantial capacity to generate earned revenue. At the same time, this is a complex and labor-intensive operation. Based on the detailed revenue potential and operating expense analyses presented earlier, data in **Table VI-8** provide combined operating revenue and operating expense estimates for the Discovery Center as stand-alone operation, based on a mid-range attendance scenario. In the early years of the project, when attendance is higher than in a stable year, earned revenue may be higher than the stabilized operating year. Over a five-year period there will be some variability in net operating income based on the years' individual circumstances. Different attendance levels would create somewhat different operating profiles and would require different operating plans.

In a stabilized year, the non-earned revenue requirement is approximately $636,000 for breakeven operations. The analysis indicates that stable year earned revenues represent 45 percent of total needed revenues to support operations in a stable year (including capital reserves). This operating model, however, does not account for building rent or land lease, which if required would increase operating costs and the amount of Non-Earned Revenues required. While some comparable institutions have lower earned revenue ratios and some have higher ratios, this 45 percent ratio is typical of educational attractions depending on their circumstances.

Table VI-8
Net Income Summary
Discovery Center

	YEAR 1 [1/]	YEAR 2	Stable YEAR 3	YEAR 4	YEAR 5	Stable Year in Current Dollars
Earned Revenue	$777,455	$734,601	$744,848	$752,303	$785,307	$715,925
Operating Expenses	$1,336,261	$1,346,669	$1,365,281	$1,393,435	$1,422,169	$1,312,265
Capital Reserves	$40,088	$40,400	$40,958	$41,803	$42,665	$40,155
Net Operating Income Before Non-Earned Revenues	**($598,894)**	**($652,468)**	**($661,391)**	**($682,935)**	**($679,527)**	**($636,495)**
Non-Earned Revenue Requirement	$598,894	$652,468	$661,391	$682,935	$679,527	$636,495
Net Income After Non-Earned Revenue Requirement	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

[1/] Year 1 shown in current dollars with assumed inflation rate thereafter.
Source: ConsultEcon, Inc.

Non-Earned Revenue Requirement

The Discovery Center will, and must, be active in generating substantial contributed (non-earned) revenues for the facility. The facility is expected to engage in ongoing fundraising, to establish financial reserves and endowment, and to secure operating grants and government sector support. Virtually all educational attractions require contributed revenues, including gifts, grants, and endowments, to supplement earned revenues. Contributed revenues should be targeted at levels higher than contained herein, as these would allow more robust levels of service provision, would create revenues to cover shortfalls in earned revenue that may occur, and could contribute to increasing the financial reserves and endowment the Discovery Center should build over time.

Summary

Based on the analysis in this report, Discovery Center has the potential to operate successfully over time, if the assumptions regarding quality of facility development, operations and fundraising are met. This project will derive substantial income from admission tickets, memberships, programs and retail; however, active and successful fundraising is necessary to sustain the Discovery Center. In this scenario, Discovery Center earns about $716,000 or 55 percent of the revenues needed to support the facility's $1.31 million annual operating costs. A directed set of fundraising and giving programs will be needed in addition. The operating plan is based on stable year performance. The operating profile of the facility is similar to many of the comparable educational attractions, whose operating profiles and strategies have been used in preparing the operating plan. Diversified and creative sources of revenue and sound fiscal management will assist the Discovery Center to sustain its operations.

APPENDIX A

BENCHMARK EDUCATIONAL ATTRACTION DATA

Table A-1
Benchmark Attractions
Discovery Center

Museum Name:	City:	State:	Total reported attendance for on-site visits (all locations):	Total FTE (full-time equivalent) Staff [2]	Total reported square feet	Total Operating Income:(US Museums 990: Part 1, line 12)	Total Earned Income (Reported)	Earned Income per Attendee	Total Operating Expenses:(US Museums 990: Part 1, line 18)	Operating Expense per Attendee	Operating Expense per FTE	Operating Expense per Square Foot
Children's Museum of Eau Claire	Eau Claire	WI	68,000	9	15,000	$459,721	$248,297	$3.65	$468,776	$6.89	$52,086	$31.25
Hands On Children's Museum	Olympia	WA	297,676	45	28,000	$3,055,255	$2,229,254	$7.49	$2,802,527	$9.41	$62,978	$100.09
Interactive Neighborhood for Kids	Gainesville	GA	70,000	9	24,000	$473,227	$422,883	$6.04	$458,654	$6.55	$53,959	$19.11
LaunchPAD Children's Museum	Sioux City	IA	44,000	8	10,000	$1,137,620	$407,073	$9.25	$576,994	$13.11	$72,124	$57.70
Lincoln Children's Museum	Lincoln	NE	150,000	19	72,000	$1,329,452	$1,120,380	$7.47	$1,423,895	$9.49	$74,942	$19.78
San Luis Obispo Children's Museum	San Luis Obispo	CA	55,000	7	8,400	$380,242	$314,118	$5.71	$490,513	$8.92	$70,073	$58.39
Scott Family Amazeum	Bentonville	AR	302,000	41	55,000	$3,926,000	$2,463,000	$8.16	$2,491,000	$8.25	$61,506	$45.29
The Children's Museum of Greater Fall River	Fall River	MA		4	30,000	$169,990	$85,769	NA	$190,009	NA	$54,288	$6.33
The Children's Museum of Green Bay	Green Bay	WI	69,103	12	15,000	$530,979	$263,318	$3.81	$942,716	$13.64	$78,560	$62.85
The Discovery Center of the Southern Tier	Binghamton	NY		18		$868,460	$676,441	NA	$905,964	NA	$51,769	NA
The Sandbox Children's Museum	Hilton Head Island	SC	25,000	5	2,500	$330,095	$133,460	$5.34	$284,170	$11.37	$56,834	$113.67
Wise Wonders Children's Museum	Billings	MT	15,000	3	3,200	$124,113	$32,883	$2.19	$54,990	$3.67	$18,330	$17.18
Wonderfeet Kids' Museum	Rutland	VT	14,945	4	3,000	$223,134	$62,258	$4.17	$186,757	$12.50	$46,689	$62.25
Kidzu Children's Museum	Chapel Hill	NC	75,000	24	11,396	$910,819	$324,225	$4.32	$855,667	$11.41	$36,411	$75.08
Above & Beyond Children's Museum	Sheboygan	WI	32,000	7	12,000	$226,753	$138,752	$4.34	$266,981	$8.34	$41,074	$22.25
Children's Museum of Science and Technology	Troy	NY		15	12,000	$796,323	$275,012	NA	$901,893	NA	$60,126	$75.16
expERIEnce Children's Museum	Erie	PA	55,000	9	12,000	$475,866	$172,906	$3.14	$366,457	$6.66	$40,717	$30.54
Mt. Pleasant Discovery Museum	MT PLEASANT	MI	45,000	8	12,000	$329,935	$252,775	$5.62	$525,038	$11.67	$65,630	$43.75
Northwoods Children's Museum	Eagle River	WI	27,242	7	12,000	$277,416	$232,724	$8.54	$334,177	$12.27	$47,740	$27.85
Kidcity Children's Museum	Middletown	CT	99,747	10	13,500	$733,784	$715,352	$7.17	$816,115	$8.18	$85,907	$60.45
Children's Discovery Museum of the Golden Crescent	Victoria	TX		5	15,000	$884,317	$198,486	NA	$258,250	NA	$51,650	$17.22
Kids 'N' Stuff	Albion	MI		6	15,000	$195,592	$63,789	NA	$228,389	NA	$38,065	$15.23
Lynn Meadows Discovery Center	Gulfport	MS	93,000	17	15,000	$1,036,229	$851,854	$9.16	$1,322,273	$14.22	$80,138	$88.15
Discovery Place Kids-Rockingham	Rockingham	NC	30,883	6	17,300	$852,930	$191,235	$6.19	$1,452,004	$47.02	$242,001	$83.93
Children's Museum & Theatre of Maine	Portland	ME	114,000	18	17,570	$1,329,541	$874,655	$7.67	$1,221,731	$10.72	$67,874	$69.54
OH WOW!	Youngstown	OH	64,000	9	17,820	$482,457	$235,199	$3.67	$719,300	$11.24	$84,624	$40.36
Kearney Area Children's Museum	Kearney	NE	53,000	10	18,000	$301,243	$106,125	$2.00	$266,041	$5.02	$28,004	$14.78
McKenna Children's Museum	New Braunfels	TX	86,000	8	18,000	$750,000	$500,000	$5.81	$500,000	$5.81	$62,500	$27.78
Children's Museum of Southern Minnesota	Mankato	MN	96,000	21	22,000	$1,780,611	$222,772	$2.32	$1,096,101	$11.42	$52,195	$49.82
Discovery Center	Murfreesboro	TN	70,000	9	24,000	$473,227	$422,883	$6.04	$458,654	$6.55	$53,959	$19.11
Average			***82,064***	***12***	***18,300***	***$828,177***	***$474,596***	***$5.57***	***$762,201***	***$10.97***	***$63,092***	***$46.72***
Median			***68,000***	***9***	***15,000***	***$506,718***	***$258,047***	***$5.71***	***$512,519***	***$9.49***	***$55,561***	***$43.75***

[1] Data is MSA Population from 2010 US Census, except where cities are part of very large MSAs, in which case County population data are considered more appropriate for comparison purposes.

[2] FTE is calculated as full-time staff plus one-half part-time staff.

Source: ACM Data Query of selected museums, survey responses from 2016; US Census 2010; and ConsultEcon, Inc.

APPENDIX B

ASSUMPTIONS

1. The size and design of the Discovery Center will create a high quality, stimulating attraction with broad-based audience appeal and a distinctive image. The Discovery Center will be a unique attraction in the region and the nation. This distinction will give it further visibility as a "must-see" attraction. The entrances to the site will be highly visible and well signed.
2. The Discovery Center will be competently and effectively managed. An aggressive promotional campaign will be developed and implemented. This program will be targeted to prime visitor markets. The admission price will be consistent with the entertainment and educational value offered, and with current attraction admissions prices for other comparable visitor attractions.
3. There will be no physical constraints to impede visitors to the Discovery Center, such as major construction activity. Changes in economic conditions such as a major recession or major environmental problems that would negatively affect operations and visitation will not occur in the near future.
4. Every reasonable effort has been made in order that the data contained in this study reflect the most accurate and timely information possible and it is believed to be reliable. This study is based on estimates, assumptions and other information developed by ConsultEcon, Inc. from its independent research efforts, general knowledge of the industry, and consultations with the client. No responsibility is assumed for inaccuracies in reporting by the client, its agents and representatives, or any other data source used in the preparation of this study. No warranty or representation is made that any of the projected values or results contained in this study will actually be achieved. There will usually be differences between forecasted or projected results and actual results because events and circumstances usually do not occur as expected. Other factors not considered in the study may influence actual results.
5. Possession of this report does not carry with it the right of publication. This report will be presented to third parties in its entirety and no abstracting of the report will be made without first obtaining permission of ConsultEcon, Inc., which consent will not be unreasonably withheld.
6. This report may not be used for any purpose other than that for which it was prepared. Neither all nor any part of the contents of this study shall be disseminated to the public through advertising media, news media or any other public means of communication without the prior consent of ConsultEcon, Inc.
7. This report was prepared during August through April 2018. It represents data available at that time.

RECAP

- Update information presented at May 13, 2019 work session
- Work Group formed to continue to address public safety recruiting and retention
- Work Group comprised of:
  - Interim City Manager, City Attorney, Police and Fire Chiefs, Mayor and Mayor Pro Tem, Finance Director, Police and Fire Union Leaders, General Employee Group Leader, Public Safety Personnel, Public Information Officer, Outside Consultant

RECAP

- After reviewing past and present information, Work Group focused on the policemen's and firemen's pension plan
  - Financial strain placed on General Fund by annual pension contribution
  - Impact of "Tier II" reduced retirement benefit on recruiting and retention efforts
  - In public sector, pensions remain key component to public safety recruiting and retention

PENSION INFORMATION

- Pension plan is currently only 63.7% funded and is underfunded by nearly $24.1 million
- Unfunded liability continues to increase rather than decrease
- In fiscal year 2020, City's pension contribution will be 31.75% or around $3 million

RECOMMENDATION

- Work group unanimously recommended to City Council and Pension Board:
  - Close current pension plan to new hires, migrating new hires to LAGERS L-11 plan
  - Offer “Tier II” employees ***voluntary option*** to transition to LAGERS or remain on existing pension plan

RECOMMENDATION

- Benefits of Recommendation:
  - Improve employee recruiting by offering competitive retirement plan requiring no employee contributions and including vesting component
  - Improve employee retention through competitive and secure retirement plan
  - Ensures funding of closed pension plan for retirees and current public safety employees on pension plan

RECOMMENDATION

- L-11 LAGERS plan offers benefits most similar to “Tier I” provisions of existing pension plan
- Some components of L-11 plan:
  - No employee contribution
  - After vesting period of 5 years, eligible to retire with full benefits at age 55
  - Benefit multiplier is 2.5%
  - No social security contribution for employee or city

UPDATE

- Voluntary Option for “Tier II” employees:
  - Requires termination from employment and a rehire for those employees to qualify as a new employee under LAGERS
  - Requires “Tier II” employee to forfeit pension service credit
  - Those migrating “Tier II” employees will have option to purchase their forfeited years of service under the pension plan upon vesting with LAGERS

UPDATE

- Following the Council work session presentation, work group continued to finalize details of proposal:
  - Evaluated appropriate sunset provisions for final recommendation
  - Pension Board voted unanimously on June 20, 2019 to hold a vote of the membership on final recommended Plan Amendment, which included the Board's suggested changes and review by independent, outside legal counsel

UPDATE

- Educational sessions held for membership on June 27 through July 2 about pension election
- Membership election currently under way - July 15th through August 9th

UPDATE

- Work Group unanimously recommends Council ask voters on November 5, 2019 to support a ½-cent (.50) general sales tax with a sunset expiring at the ***earlier*** of 12 years or when the pension plan reaches 120% funded as determined by an independent actuary

UPDATE

- ½-Cent Sales Tax estimated to generate approximately $6.5 million to $7.0 million annually

UPDATE

- Special tax with sunset ***only*** to be used for the three components of the recommendation:
  - Fund closed pension plan
  - Offer “Tier II” employees option to migrate to LAGERS retirement plan
  - Bring new hires on under LAGERS retirement plan

UPDATE

- Tax will fully fund the closed pension plan

  Estimated Cost $65 million

- Tax will fund the “gap” payment for the purchase of forfeited pension service credit for those “Tier II” employees electing to migrate to LAGERS retirement plan

  Estimated Cost $5 million

- Tax will fund “buying down” the cost of new hires in the LAGERS retirement plan paid by the general fund

  Estimated Cost $2 million

UPDATE

- (#1) Fully Fund Police and Fire Pension Plan:
  - Close the current plan to new hires effective January 31, 2020
  - Proceeds from the tax to fully fund the closed plan for 12 years or until 120% funding level is reached, whichever comes first

UPDATE

- (#2) Fund the “Gap” payment:
  - “Tier II” employee will make election about purchasing prior pension service credit after vesting period based on cost estimate from LAGERS
  - If “Tier II” employee elects to purchase prior service credit, employee will be required to use their entire return of contribution from pension plan to purchase prior service credit

UPDATE

- Cost to purchase years of service credit from LAGERS will be more than the employee return of contribution, also known as the “gap cost”
- Sales Tax will be used to fund the “gap cost” in order to ensure migrated “Tier II” public safety employees receive full credit for their years of service with City
- Under IRS regulations, “gap cost” will be taxable event for employees
- Meetings and educational sessions will take place with each employee

UPDATE

- Example of “Tier II” employee prior pension service credit purchase:
  - Years of Pension Service Credit 4 years
  - Cost to purchase prior service credit $40,000
  - Less: Employee return of contribution ($25,000)
  - “Gap” Cost (taxable to employee) $15,000

UPDATE

- Current “Tier II” employees are not *required:*
  - To migrate to LAGERS retirement plan, voluntary option
  - To purchase any or all of their prior service credit, voluntary option
- “Tier II” employees with prior LAGERS service credit may have an accelerated vesting period

UPDATE

- (#3) “Buy down” LAGERS cost of new hires to general fund:
  - Cost, or percentage of payroll for new hires, can be decreased through two lump sum payments of $1 million each for police and fire
  - This further reduces the strain on the General Fund to address recruitment and retention concerns
  - According to initial valuation by LAGERS, buy down will decrease fire department from 19.9% to 18.3% and police department from 16% to 14.7% as percentage of payroll

WHAT'S NEXT?

- Finalize pension membership election results on August 12, 2019
- At upcoming meeting, City Council consider seeking approval from voters for a ½-cent general sales tax with a sunset to fund and close pension plan to new hires on November 5, 2019
- Appoint and engage Citizen's Committee to assist in public education process

WHAT'S NEXT?

- Following successful citizen election, City Council must approve various ordinances:
  - Ratify Pension Plan Amendment
  - Adopt LAGERS L-11 plan for police and fire employees
  - Adopt changes to Personnel Rules & Regulations to ensure no negative impact on those migrating "Tier II" employees current rights and benefits

WHAT ARE KEYS TO SUCCESS?

- Continue to work together
- Unified support by stakeholders
- Ensure that everyone is involved
- Keep public informed
- Continue to focus on the future

QUESTIONS?

Thank You!

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 2018 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.

Z&P Meeting: July 8, 2019
City Council Meeting: August 5, 2019

STAFF PLANNING REPORT
Vacation

CASE 023-19 A request for the vacation of approximately 480 feet of a 10-foot-wide utility easement.

APPLICANT Joplin Redevelopment Corporation

REPRESENTATIVE Joplin Redevelopment Corporation

LOCATION A utility easement running North/South located on West side of 2600 Block of McClelland Boulevard

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EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	10' x 480'

REASON FOR VACATION

For the redevelopment on the applicant's property. Current easement prevents the footprint of any proposed development from being located at present recorded location.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

No active connection. Rerouting of utilities is not required to maintain current services to adjoining properties.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

Utilities will be connected in new locations during the redevelopment/construction of the property.

DISCUSSION

The purpose for this Vacation request is to improve the ability to redevelop the site. Currently the utility easement restricts the footprint of any development. The easement is no longer in use to serve private property or to extend public utilities.

Staff recommends approval of Case 023-19.

ENCLOSURES

- Application

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 023-19
Filing Fee: $500.00
Date Advertised: 6-23-19
Date Notices Sent 6-21-19
Public Hearing Date: July 8th & Aug. 5th

I. Applicant Name: Joplin Redevelopment Corporation Phone: (417) 624-0820

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 602 S. Main St. Joplin, MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation__X___

Other (Please specify)_____

III. Legal Description of area requested to be vacated: Attached

_____

_____

_____

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. Private rights will not be injured or endangered since the unused utility easement is no longer needed to serve private property.

2. The vacation will not cause the public to suffer a loss or inconvenience. The public will not suffer a loss or inconvenience since the utility easement is no longer needed for extending public utilities.

3. In justice to the applicant(s) the vacation should be granted. The vacation of the easement will allow potential buyers full use of the property for development

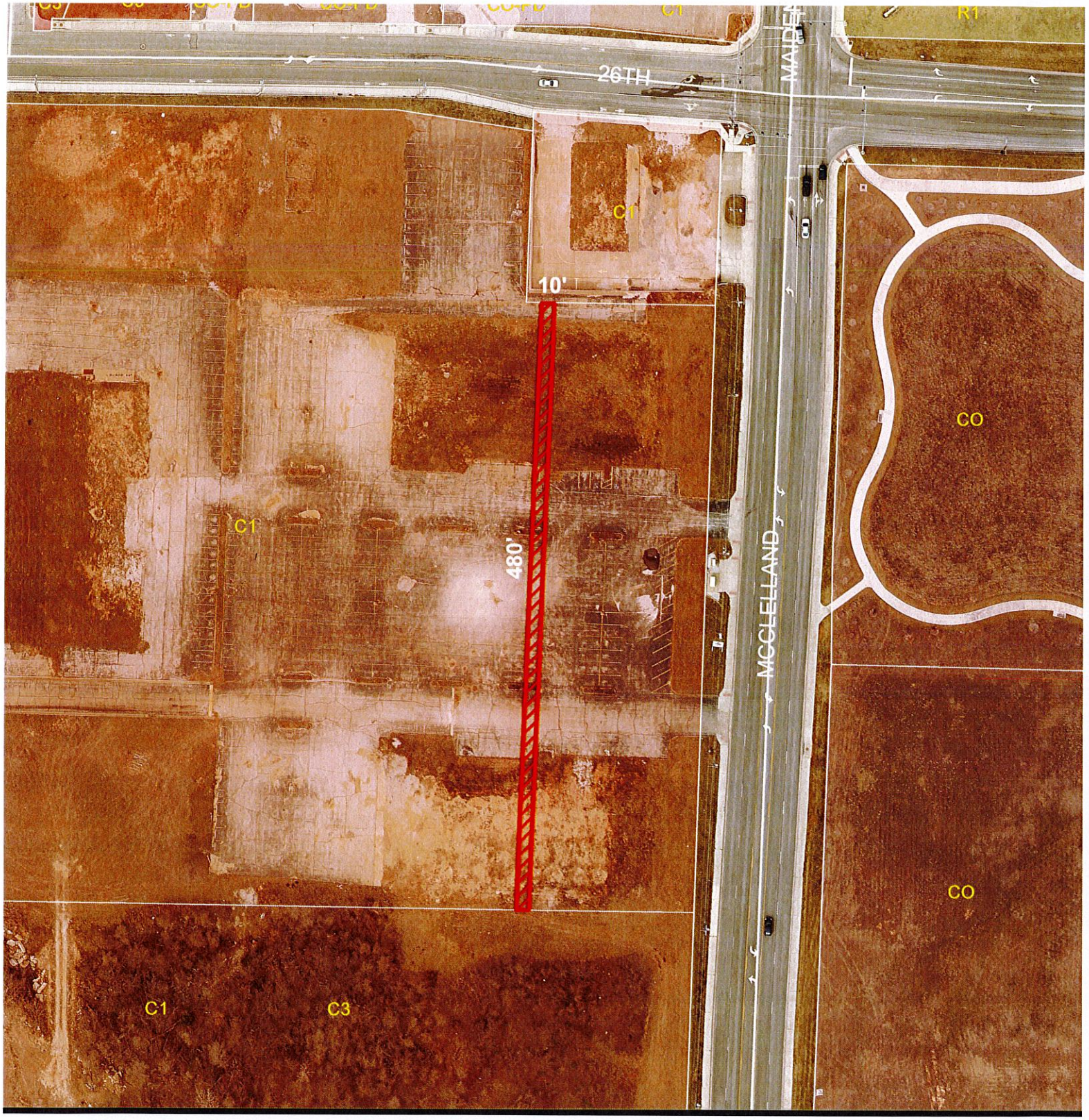
V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation before the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507



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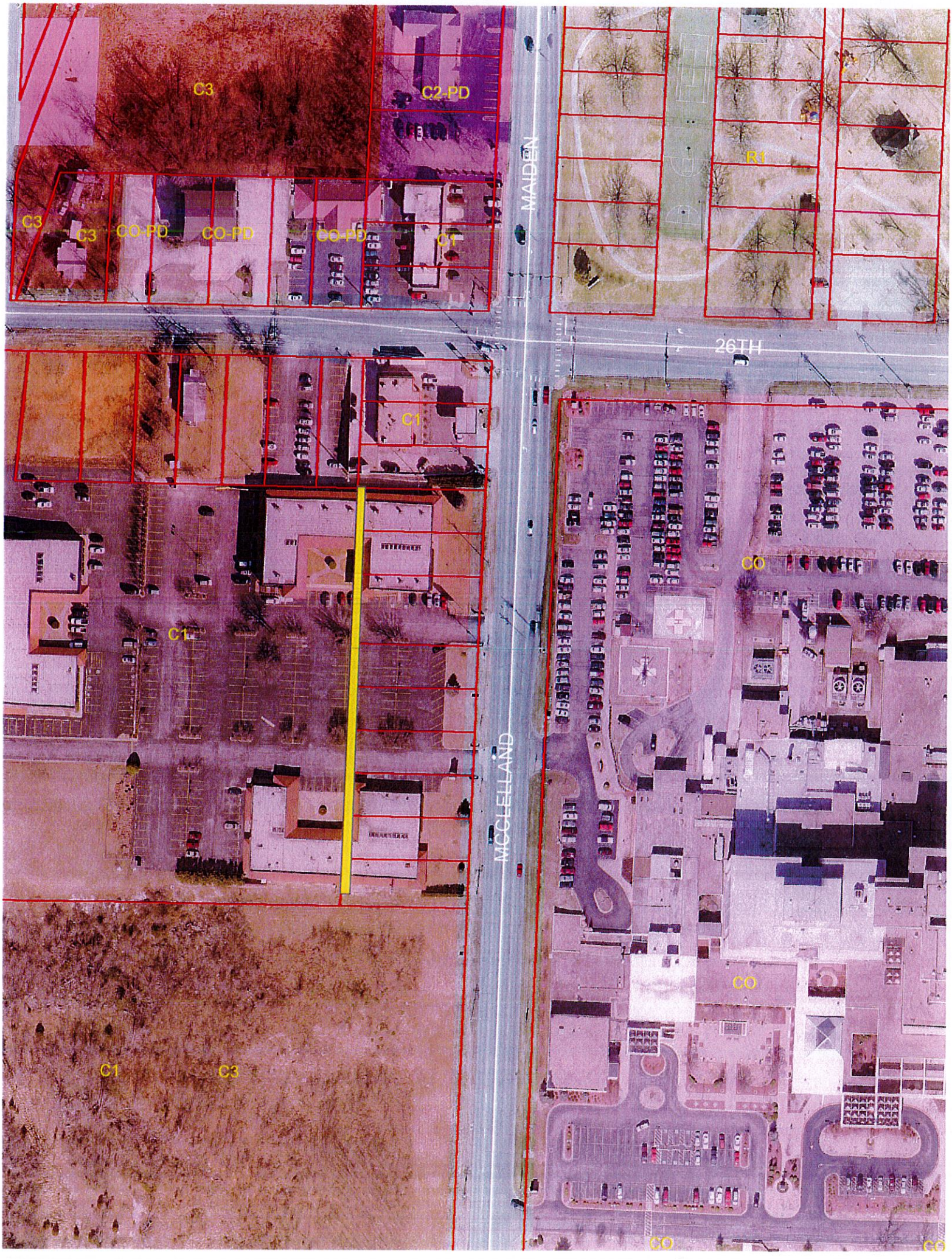
Feet

Case 023-19: Located approximately 145 ft. West and 175 ft. South from the intersection of 26th St. and Maiden Lane Ave.– A request to vacate a utility easement – Joplin Redevelopment Corporation.


C3
C2-PD
C3
C3
CO-PD
CO-PD
CO-PD
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MAIDEN
R1
26TH
C1
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MCCLELLAND
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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-269-Utility Vacation

MEETING DATE:
August 5, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 023-19: Located approximately 145 ft. West and 175 ft. South from the intersection of 26th St. and Maiden Lane Ave.– A request to vacate a utility easement – Joplin Redevelopment Corporation.

BACKGROUND:

The purpose for this Vacation request is to improve the ability to redevelop the site. Currently the utility easement restricts the footprint of any development. The easement is no longer in use to serve private property or to extend public utilities.

PLANNING & ZONING COMMISSION TESTIMONY:
Troy Bolander, 602 S. Main Street, Joplin, MO. This is property that the Joplin Redevelopment Corporation owned, and I am representing them. Aldi's has purchased this property and in their due diligence they did find out there was an old easement on this property and are requesting it to be vacated so they can develop this property.

Mr. Ramsour stated he drove by the property and there is a drop off and was wondering if that will be an issue?

Mr. Bolander stated they are not purchasing the little piece of property to the north. Basically, the length of the easement is what they are purchased.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 023-19.

ATTACHMENTS
CB 2019- 269, Staff Planning Report, P&Z Commission Minutes

P & Z Case 023-19
Joplin Redevelopment Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-269 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a utility easement located approximately 145 ft. West and 175ft South of the intersection of 26th Street and Maiden Lane Avenue.

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

Section 1. That all that part of utility easement located approximately 145 ft. West and 175ft South of the intersection of 26th Street and Maiden Lane Avenue. more particularity described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A tract of land being the West 10.00 feet of Lots 93 through 100, Ludwigs First Addition, a subdivision in the Southeast Quarter of Section 16, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-269

Case 023-19: Located approximately 145 ft. West and 175 ft. South from the intersection of 26th St. and Maiden Lane Ave.– A request to vacate a utility easement – Joplin Redevelopment Corporation.

Troy Bolander, 602 S. Main Street, Joplin, MO. This is property that the Joplin Redevelopment Corporation owned, and I am representing them. You may have heard, Aldi's has purchased this property and in their due diligence they did find out there was an old easement on this property. Joplin Redevelopment Corporation is are requesting it to be vacated so Aldi's can develop this property.

Mr. Ramsour asked if there were any questions from the Commissioners? Mr. Ramsour stated he drove by the property and there is a drop off and was wondering if that will be an issue?

Mr. Bolander stated they are not purchasing the little piece of property to the north. Basically, the length of the easement is what they are purchased.

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

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 023-19. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 8, 2019
City Council Meeting: August 5, 2019

STAFF PLANNING REPORT
Surplus Property

CASE 024-19 A request to declare surplus property

LOCATION West side of the 900 Block of Virginia Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approx. 45,500 sq. ft.

SITE CONTEXT

	North	East	South	West
Existing Zoning	RM-2	M-2	M-2	Downtown Main St., C-2
Land Use	Single-Family Homes	Single-Family Homes	Vacant	Fire Station and Commercial uses

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Virginia Ave	Local	60'
9th St.	Local	50'
10th St.	Local	50'

FLOOD PLAIN This property is not within the 100-year flood zone. FIRM Panel 29097C0259E

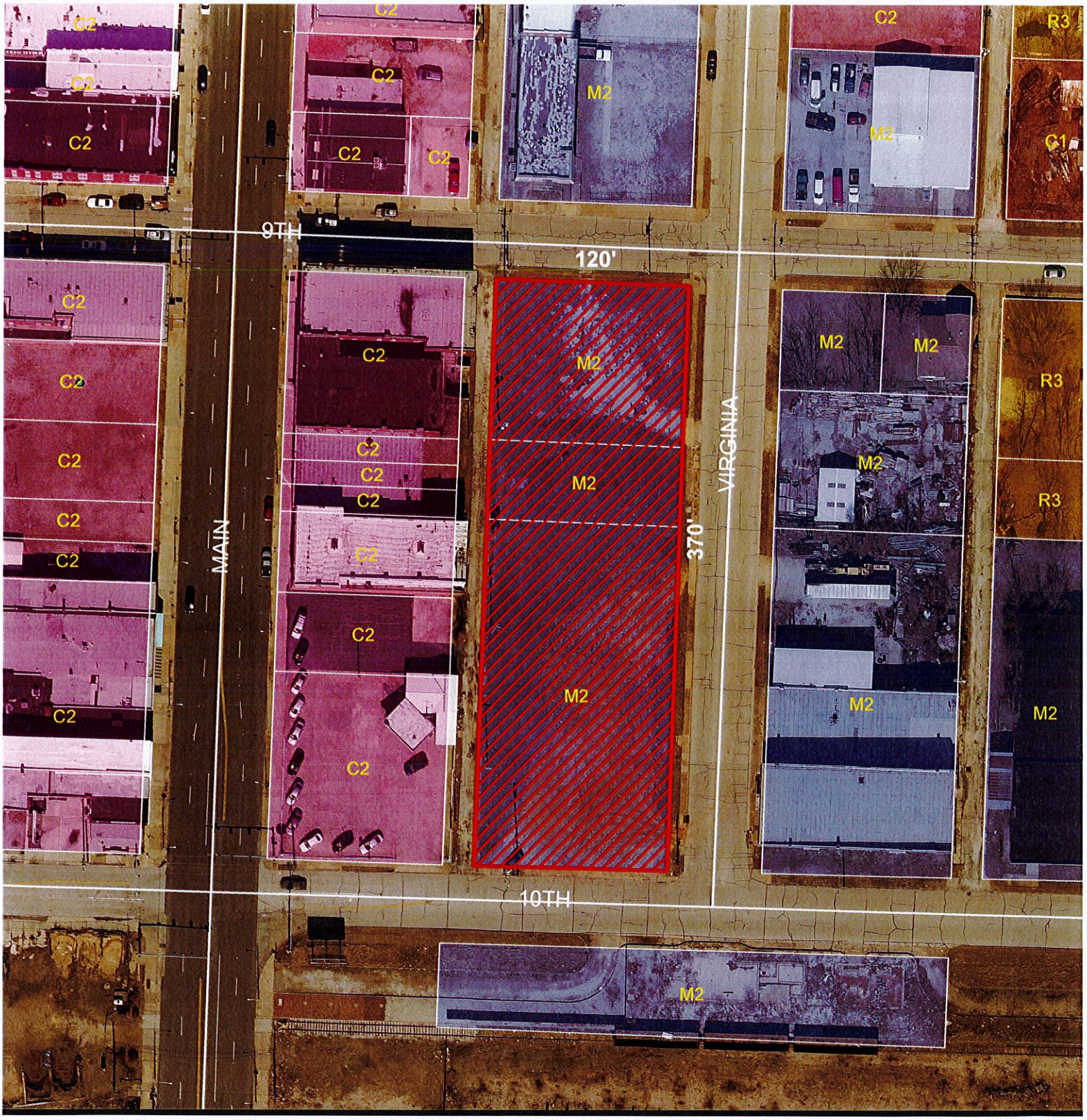
REASON FOR DECLARATION

The City of Joplin has no intended public use at this location. The lot has 365 ft. of frontage along Virginia Ave. and extends West 125 ft. The property is located adjacent to Downtown Main St. commercial corridor and is zoned M-2 Heavy Industrial District. The M-2 district permits "heavy" Industrial uses generally described as manufacturing, wholesaling, trucking and warehousing, however a number of less-intensive uses is permitted. The availability of this property if declared surplus will allow for infill development in Downtown, similar to the surrounding uses.

ADDITIONAL INFORMATION OR COMMENTS

Property in discussion is adjacent to planned expansion of the Sunshine Lamp Historic District. Public Meeting held for proposal review by property owners November 2nd, 2018.

Staff recommends approval of Case 025-19



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Case 024-19: Located on the West side of Virginia Ave. between 9th St. and 10th St. – A request to declare surplus city property – City of Joplin.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 024-19: Declaration of Surplus Property.

MEETING DATE:
August 5, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 024-19: Located on the West side of Virginia Ave. between 9th St. and 10th St. – A request to declare surplus city property – City of Joplin.

BACKGROUND:
The property is located adjacent to Downtown Main St. commercial corridor and is zoned M-2 Heavy Industrial District. The M-2 district permits "heavy" Industrial uses generally described as manufacturing, wholesaling, trucking and warehousing, however a number of less-intensive uses is permitted. The availability of this property if declared surplus will allow for infill development in Downtown, similar to the surrounding uses.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Troy Bolander, 602 S. Main Street, Joplin, MO. This property the city owns, this is the old sight for the Clean Uniform Company. We have received some interest from a group that is interested in purchasing this property. We have been maintaining and mowing the property. The city would like it to be surplus, so we can sell it.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 024-19.

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 024-19: Located on the West side of Virginia Ave. between 9th St. and 10th St. – A request to declare surplus city property – City of Joplin.

Mr. Troy Bolander, 602 S. Main Street, Joplin, MO. This property the city owns, this is the old sight for the Clean Uniform Company. We have received some interest from a group that is interested in purchasing this property. We have been maintaining and mowing the property. The city would like it to be surplus, so we can sell it.

Mr. Ramsour asked if there was anyone to speak in favor of this case? There were not. Is there anyone to speak in opposition of this case?

MR. DERMOTT MOVED, SECONDED BY MRS. STEELE, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 024-19. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. STEELE, MR. MCCULLOUGH, MRS. BRUCKNER-SEARS, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Case 025-19: 1202 S. Joplin Ave. – A request to rezone from Heavy Industrial (M-2) to Central Business (C-2) for the operation of a duplex – Lera Dill.

Mr. Ramsour stated that there are two (2) members, Mr. Dermott and Mr. Eastman, from the Commission that abstained themselves.

Lera Dill, 1220 E 44th Street, Joplin, MO 64804. Ms. Dill stated that they had the property for about 22 years and was originally built as a two-family dwelling. They have had different businesses on the property. They have recently remodeled and made the building back into a duplex.

Mr. Ramsour asked if there were any questions for Ms. Dill?

Mrs. Steele asked in this is the property with the beautiful magnolia on it?

Mrs. Dill stated it was.

Mr. Ramsour asked if there was anyone to speak in favor of this case? There were not. No one spoke in opposition of the case.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE, TO APPROVE CASE 025-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, VOTING "AYE". MR. DERMOTT, MR. EASTMAN -ABSTAINED. (4 IN FAVOR, 0 NAYS, 1 ABSENT, 2 ABSTAINED).

Z&P Meeting: July 8, 2019
City Council Meeting: August 5, 2019

STAFF PLANNING REPORT
Rezoning

CASE 025-19 A request to rezone from M-2 (Heavy Industrial) to C-2 (Central Business)

LOCATION 1202 S. Joplin Ave.

APPLICANT Lera Dill

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Duplex	6,000 sq. ft.

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Parking Lot/Auto Parts Store	Parking Lot	Commercial Garage	Warehouse/Offices

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for a heavy industrial use which is inconsistent with this request.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave., 32nd St.	Connecticut Ave.: Collector 32nd St.: Arterial	Connecticut Ave.: 80 ft. 32nd St.: approx. 75 ft.

UTILITIES Utilities do not need to be extended to this property. Utilities are currently in place and serve the existing duplex at this location

FLOOD PLAIN N.A.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is inconsistent with the development policies of our comprehensive plan. The policies of the comprehensive plan discourage residential dwellings in heavy industrial areas. Heavy Industrial areas can contain uses that are unsightly and produce nuisances such as noise/odor that are incompatible with residential uses.

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

The current duplex use on the property would typically not be allowed in a M-2 (Heavy Industrial) district. The duplex is classified as a legal non-conforming use and is "grandfathered" under our current zoning code.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed zoning change will have minimal impact on nearby property. A duplex use is already located on the property in this request. The proposed zoning will allow the duplex to continue in an appropriate zoning district.

DISCUSSION

The property in this request has always been zoned M-2 (Heavy Industrial) and is part of the old downtown industrial district which predates the current industrial park system we use today. The structure on the lot formerly contained a business (Magnolia House) and residence. Today, the structure only contains the residential use. The property owner has received interest from potential buyers to purchase the property to continue the residential use as a duplex since it is near our central business district. But, most lenders will not approve a loan for a use that is classified as a legal non-conforming use and is not located in an appropriate zoning district. The change to a C-2 district will permit the duplex use to continue. In most cases staff would not recommend a zoning change that would encourage a residential use in a heavy industrial district. But, the old downtown industrial district today at this location contains uses and businesses that would be permitted in a C-2 district. The C-2 district also permits residential uses to encourage a "mixed" use of businesses and residences that you would typically find in a downtown. Staff does not believe the zoning change to allow the duplex use to continue will be a threat to the nearby businesses and staff does not believe the existing businesses will be a threat to the duplex use. Especially since the duplex use already exists at this location.

Staff recommends approval of Case 025-19.

ATTACHMENTS

- Application

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 025-19
Filing Fee: $500.00
Date Advertised: 6-23-19
Date Notices Sent 6-21-19
Public Hearing Date: 7-8-19

APPLICANT: Lera Dill PHONE: 417 483-1708
ADDRESS: 1220 E 44th Street, Joplin ZIP: 64804
OWNER: Lera Dill PHONE: 417 483 1708
ADDRESS: 1220 E 44th Street, Joplin ZIP: 64804
LOCATION OF PROPERTY: 1202 Joplin
LEGAL DESCRIPTION:

Present Zoning M-2 Requested Zoning: C-2 Acreage:
Present Use of Property: Duplex

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	VACANT COMM BUILD.	M-2
South	VACANT COMM BUILD.	M-2
East	PARKING LOT	M-2
West	OFFICE BUILD	M-2

CHARACTER OF THE NEIGHBORHOOD: COMMERCIAL USES

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   YES, BUT AREA IS COMMERCIAL
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: DOES NOT ALLOW A DUPLEX

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? NO

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. 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 effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 12th St.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

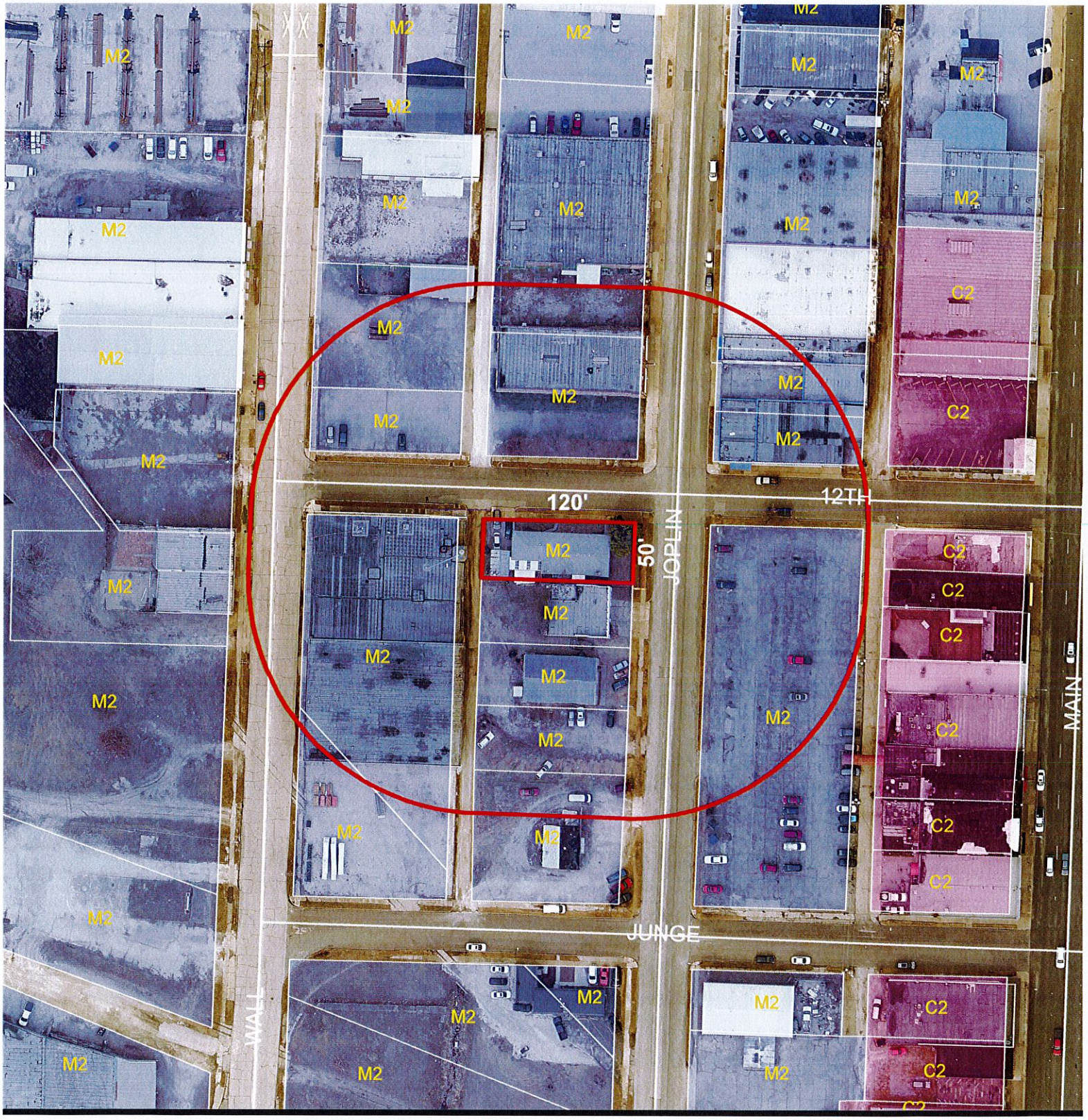
1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 6/24/19

BY: _____

TITLE: Owner



Case 025-19: 1202 S. Joplin Ave. – A request to rezone from Heavy Industrial (M-2) to Central Business (C-2) for the operation of a duplex – Lera Dill.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 270 -Rezone to C-2 (Central Business).

MEETING DATE:
August 5, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 025-19: 1202 S. Joplin Ave. – A request to rezone from Heavy Industrial (M-2) to Central Business (C-2) for the operation of a duplex – Lera Dill.

BACKGROUND:
The current duplex use on the property would typically not be allowed in a M-2 (Heavy Industrial) district. The duplex is classified as a legal non-conforming use and is "grandfathered" under our current zoning code.
The property in this request has always been zoned M-2 (Heavy Industrial) and is part of the old downtown industrial district which predates the current industrial park system we use today. The structure on the lot formerly contained a business (Magnolia House) and residence.
The property owner has received interest from potential buyers to purchase the property to continue the residential use as a duplex since it is near our central business district. But, most lenders will not approve a loan for a use that is classified as a legal non-conforming use and is not located in an appropriate zoning district. The change to a C-2 district will permit the duplex use to continue.

PLANNING & ZONING COMMISSION TESTIMONY:
Lera Dill, 1220 E 44th Street, Joplin, MO 64804. Ms. Dill stated that they had the property for about 22 years and was originally built as a two-family dwelling. They have had different businesses on the property. They have recently remodeled and made the building back into a duplex.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 0-.

ATTACHMENTS
CB 2019- 270, Staff Planning Report, P&Z Commission Minutes

P & Z Case 025-19
Lera Dill
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-270 ORDINANCE NO.

AN ORDINANCE approving a request by Lera Dill to remove from District M-2 (Heavy Industrial) and include in District C-2 (Central Business) for the operation of a duplex

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. 2004-256 is hereby amended by the following described property and included in District C-2:

Lot 1, Block 3, in Cox 7th Addition to the City of Joplin, Jasper County, Missouri

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_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
JULY 15, 2019

Mayor Shaw called the July 15, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

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

Centennial Celebrations Commission Update

Convention & Visitors Bureau Director Patrick Tuttle, and Brad Belk, co-chairs of the CCC, provided the following update**:**

1. Two formal meetings to date – June and July. Meeting every 1st Tuesday of the month.
2. Formal change from the *Joplin Centennial Commission* to the *Joplin Celebration Commission*. The members felt this reflects a broader mission since their efforts are not just related to the "Joplin Centennial".
3. Missouri Bicentennial Work Group (Facilitate):
    - Identifying what events, displays, programs the State Bicentennial Commission is endorsing/provide that Joplin will need to find a venue to support. There is a working group already on this and they will report back at the August meeting.
4. Joplin Sesquicentennial Work Group (Manage, Endorse, Encourage):
    - Three effort approach – celebration activities the commission will create/manage, what the commission will endorse from other organizations, and what activities can be encouraged from established events to include/be modified as centennial related activities.
    - Compiling a big-picture list of events, displays, programs, festivals, markers for the March 2023, 150th birthday for Joplin.
    - Seeking input from citizens and organization.
5. Change of Commissioner:
    - With Gary Pulsipher announcing his retirement from Mercy Hospital at the end of July, he is recommending Dr. Tracy Godfrey, President of Mercy Clinic Joplin to become the hospital's representative.
6. Funding Source:
    a) Within the CVB FY2020 budget $15,000 dedicated to centennial related activities. This was originally proposed to council as a matching, reimbursable type funding. Meaning for

every $2 the commission raises of private funds they could access a $1 matching from this fund, up to $15,000 annually.

b) Also, within the CVB Budget is a $5,000 item for specifically marketing centennial related events. This would additionally be supported by the monthly marketing efforts of the CVB. The intent with these funds is to retain an agency or individual who would manage an ongoing marketing (mostly social) campaign to assure the greatest broadcast of the commission's planned activities.

The funding source option will be a discussion item during the budget work session in September.

After the update, there was discussion on the importance of a logo/seal. Director Tuttle stated Globe artist Frank Leto offered his assistance with this project.

Dr. Reid Adams stated it is important to have a logo to represent the events. She also stated she is excited to be on the commission as a city council liaison.

Mr. Cortez suggested involving local art students of various ages to get involved with the logo design.

Mr. Belk stated he would like to get students involved so that they might appreciate our past; someday they will be chairing this type of commission.

Other Business

Mr. Cortez stated he would like the City of Joplin to consider supporting the Tobacco 21 initiative, which raises the minimum sales age of all tobacco products to 21. He believes this is a worthy cause and other Missouri cities have already passed an ordinance to this effect.

Mr. Stinnett suggest the City of Joplin contact the City of Springfield to find out how they presented this issue to the public.

City staff will research this issue and report back to Council.

Mayor Shaw reminded everyone of the Police Department promotions ceremony immediately following this informal meeting.

The meeting adjourned at 5:40 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
JULY 15, 2019 MEETING MINUTES

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

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Dr. Reid Adams.

ROLL CALL
Answering Roll Call were Council Members: Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards. Absent: Taylor Brown. Motion by Mr. Stanley, second by Mrs. Colbert-Kean to excuse Mr. Brown. Voting in favor were Council Members: Colbert- Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2019-268

Mayor Shaw opened the Public Hearing.

LeeAnn Howsman, 2622 E. 35th St., appeared in favor of this item and stated she works for Suzanne Nelson and she feels Suzanne is qualified to have a medical marijuana dispensary at her facility.

Connie Womack, 1020 W. Kensington, appeared in favor of this item and stated she has worked for Suzanne for five years and feels a dispensary will benefit many people, especially veterans.

Margo Gardner, 315 N. Tyler, spoke in favor of this items and believes the way Suzanne's will handle a dispensary will be in a clinical manner.

Suzanne and Dr. Bill Nelson, 67 Horsehshoe, spoke in favor of this item. Suzanne stated an added medical marijuana dispensary will not increase traffic any more than what she anticipates after the

addition to the east is completed. The addition is for smoothies, juices, groceries, café and a salad bar. She intends to keep the buffer area to the north as a green space to respect the neighborhood.

Douglas Brooks, 3734 Chipmunk Dr., spoke in favor of this item and stated that as a psychologist, he believes this location for a dispensary is ideal, and the association of marijuana for pain is good.

No one appeared in opposition to this item.

The Public Hearing was closed.

Dr. Reid Adams introduced Council Bill No. 2019-268 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located at 3106 Connecticut Ave, City of Joplin, Jasper County, Missouri. Motion by Dr. Reid Adams, second by Mr. Stanley that Council Bill No. 2019-268 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as **Council Bill No. 2019-268**.

CONSENT AGENDA

Motion by Mr. Stinnett, second by Mr. Cortez to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1.

July 1, 2019 Informal Council Meeting Notes

Minutes of the July 1, 2019 City Council Meeting

COUNCIL BILL NO. 2019-265 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 2902 East 20th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2019-101**

COUNCIL BILL NO. 2019-266 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-1 property as described below and located 407 and 411 East 20th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2019-102**

AMENDED COUNCIL BILL NO. 2019-267 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 3925 South Range Line Road, City of Joplin, Newton County, Missouri. **Ordinance No. 2019-103**

COUNCIL BILL NO. 2019-137 -AN ORDINANCE amending Article 10, Traffic Control Devices, of Chapter 114, Traffic, of the Code of Ordinances of the City of Joplin by enacting a new Section 114-798, Neighborhood Traffic Calming. **Ordinance No. 2019-104**

COUNCIL BILL NO. 2019-615 - AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the U.S. Fish & Wildlife Service ("USFWS") and Missouri Prairie Foundation, a Missouri Non-Profit Corporation ("MPF"), for the purpose of establishing responsibilities in improving and managing park property into a prairie grass, wild flower, and nature preservation area for a ten (10) year period; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin. **Ordinance No. 2019-105**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Cortez introduced Council Bill No. 2019-004 - an ordinance approving an Agreement for Professional Consulting Services between the City of Joplin and Strategic Government Resources to provide services related to the search for a new City Manager; authorizing the Mayor to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2019-004 be passed on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-106**

Mr. Stanley introduced Council Bill No. 2019-510 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2019-510 be passed on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-107**

Mr. Lawson introduced Council Bill No. 2019-511 - an ordinance approving an agreement by and between the City of Joplin and Jasper County, Missouri to provide for the collection of City of Joplin real property taxes through the County real estate property tax bills; authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Monteleone that Council Bill No. 2019-511 be passed on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-108**

Mr. Stinnett introduced Council Bill No. 2019-512 - an ordinance authorizing the payment of funds sufficient to pay the outstanding Certificates of Participation, Series 2014, of the City of Joplin, Missouri, and authorizing certain documents and actions related to the prepayment; amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2019-512 be passed on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-109**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional Requests to Address Council:

Allen Shirley, 3520 Alabama, addressed the Council to inform them of an upcoming exhibit at the Joplin Museum, celebrating the 50th anniversary of Apollo 11. Saturday, July 20, 2019 marks the actual 50th anniversary date. Mr. Shirley stated there will be many items available for viewing, including one-of-a-kind items. The museum hours are 10:00 a.m. to 5:00 pm on Saturday.

Margey Upson, addressed the Council regarding the past, present, and future, voicing her concern about the performance of the city council.

News from the Public Information Office: read by City Clerk Barbara Gollhofer

Joplin Police Department will host the National Night Out event on Tuesday, August 6 at Schifferdecker Park. It starts at 5:30 p.m. and free food and drinks will be served during the event. This will be a fun-filled family night with activities for children of all ages. One of the main attractions will be a free swim at the Schifferdecker Aquatic Center starting at 6:45 pm.

Joplin joins 15,000 other communities also hosting National Night Out to help increase awareness for crime prevention; generate support and participation in local anticrime efforts; and strengthen community spirit and police-community partnerships.

This is always a popular event - last year 1,200 area residents enjoyed Joplin's National Night Out. We hope to see a great crowd again this year.

It's the third week in the month – so bring out your tree limbs and drop them off free of charge at the Drop Off Site at 1702 North Schifferdecker Avenue. Located about a half mile north of Belle Center Road on the west side of Schifferdecker, the site is open from 8 a.m. to 2 p.m.

Don't' forget – this Thursday (July 18) is the Downtown Joplin's Third Thursday event. If you haven't had a chance to come downtown lately, this is a fun event to do so!

If you can't make it Thursday, then perhaps you'll be here for Downtown Joplin's Sidewalk Sale – set for Saturday, July 27. Shopping starts at 7 a.m.

Comments from Council:

Mayor Shaw acknowledged the three Police Department promotions that were recognized after the informal meeting today. He asked Police Chief Matt Stewart to announce the officers who were promoted: Isaac Costley was promoted from Officer to Corporal; Tom Bowin was promoted from Corporal to Sergeant; and Nick Jimenez was promoted from Sergeant to Captain.

Dr. Reid Adams read a note from a citizen who wanted to recognize and thank a city employee, Steven Martinez, Civil Engineer, for the wonderful assistance he provided with a yard issue.

Mr. Stanley commended Finance Director Leslie Haase for her leadership in the City's financial recovery after the tornado. During that time, the City has paid off City Hall, Joe Becker Stadium (approved tonight), some TIFs are retiring ahead of schedule, and the unrestricted fund balance is at $7 million. Mr. Stanley thanked Director Haase for being a good steward of the city's funds.

Mayor Shaw stated he and Director Haase will be on an upcoming Newsmakers program to recap some of the city's accomplishments.

Mayor Shaw stated he attended a recognition reception on Sunday, July 14, in honor of a long-time former Housing Authority board member, William Smith. Mr. Smith is deceased, but his wife Betty was in attendance and Mayor Shaw thanked her and her late husband for their volunteer service to our community.

Vote to go into closed session
Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; as set forth in Section 610.021(3) RS MO, as amended, 2018. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1.

There being no further business, the meeting adjourned at 6:51 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-268-Rezone to Commercial District (C-3)

MEETING DATE:
July 15, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 022-19: 3106 S. Connecticut Ave. – A request to rezone from Neighborhood Commercial (C-1) to Commercial (C-3) for the operation of a Medical Marijuana Dispensary – Suzanne Nelson.

BACKGROUND:
Mrs Nelson is wanting to add a 3,000sq addition to her building with a separate entrance for her Medical Marijuana Dispensary operation from Suzanne's Natural Foods. She is requesting for this property to be rezoned from C-1 to C-3 for the operation of a Medical Marijuana Dispensary.

PLANNING & ZONING COMMISSION TESTIMONY:
Suzanne Nelson, 67 Horseshoe Dr, Joplin, Missouri. She is requesting for this property to be rezoned from C-1 to C-3 for the operation of a Medical Marijuana Dispensary. Mrs Nelson is wanting to add a 3,000sq addition to her building with a separate entrance for her Medical Marijuana Dispensary operation from Suzanne's Natural Foods. Mrs Nelson is planning on a phase II remodel that will take place if/when she is granted a dispensary license. She currently sells CBD oil and has offered this product for the last 3-4 years along with herbal and retail experience. Suzanne Nelson's husband is a practicing physician of over 35 years. Located in the heart of the medical district which will make it convenient for qualifying patients.

Mr. Ramsour asked if the driveway off of thirty-second (32nd) is going to be finished into a parking lot and driveway.

Mrs. Nelson stated yes, her builder a couple years ago told her to wait until after the construction phase because of the concrete trucks and all of the equipment would tear it up. Planning on waiting until construction is finished to work on which should be by September.

Mr. Ramsour asked if the addition had its own entrance.

Mrs. Nelson stated yes, the addition has its own entrance

PUBLIC COMMENT;
Connie Willmack, 1020 W Kensington Rd, Joplin, Missouri, has worked for Suzanne for 5 years and has been in the herbal industry for twenty-five (25) years. Suzanne's is located across from the VA and always have multiple veterans come in wanting assistance. The approval would benefit both veterans and local citizens that need guidance.

Margo Gardner, 315 N. Tyler, Joplin, Missouri, she is very much in favor of Suzanne and her husband on their endeavor. Mrs Gardner has a background of twenty-five (25) years of pharmacy experience. Suzanne's presenting an area for patients to be comfortable that present real medical needs is crucial.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval (6 in Favor, 0 Nay, 1 Absent).
Staff recommends approval of Case 022-19.

ATTACHMENTS
CB 2019- 268, Staff Planning Report, P&Z Commission Minutes

CB 2019-268

Case 022-19: 3106 S. Connecticut Ave. - A request to rezone from Neighborhood Commercial (C-1) to Commercial (C-3) for the operation of a Medical Marijuana Dispensary - Suzanne Nelson.

Suzanne Nelson , 67 Horseshoe Dr, Joplin, Missouri. She is requesting for this property to be rezoned from C-1 to C-3 for the operation of a Medical Marijuana Dispensary. Mrs Nelson is wanting to add a 3,000sq addition to her building with a separate entrance for her Medical Marijuana Dispensary operation from Suzanne' s Natural Foods. Mrs Nelson is planning on a phase II remodel that will take place if/when she is granted a dispensary license. She currently sells CBD oil and has offered this product for the last 3-4 years along with herbal and retail experience. Suzanne Nelson's husband is a practicing physician of over 35 years. Located **in** the heart of the medical district which will make **it** convenient for qualifying patients.

Mr. Ramsour asked if the commissioners have any questions for Mrs Nelson.

Mr. Ramsour asked if the driveway off of thirty-second (32nd is)going to be finished into a parking lot and driveway.

Mrs. Nelson stated yes, her builder a couple years ago told her to wait until after the construction phase beca use of the concrete trucks and all of the equipment would tear it up. Planning on waiting until construction is finished to work on which should be by September.

Mr. Ramsour asked if the addition had its own entrance.

Mrs. Nelson stated yes, the addition has its own entrance.

Mr. Ramsour asked if the commissioners had any other questions.

Mr. Ramsour asked if there was anyone that would like to speak in favor of this case?

Connie Willmack , 1020 W Kensington Rd, Joplin, Missouri, has worked for Suzanne for 5 years and has been **in** the herbal industry for twenty-five (25) years. Suzanne' s is located across from the VA and always have multiple veterans come in wanting assistance. The approval would benefit both veterans and local citizens that need guidance.

Mr Ramsour asked if the commissioners had any other questions?

Mr. Ramsour asked if there was anyone that would like to speak in favor of this case?

Margo Gardner, 315 N. Tyler, Joplin, Missouri, she is very much in favor of Suzanne and her husband on their endeavor. Mrs Gardner has a background of twenty-five (25) years of pharmacy experience. Suzanne' s presenting an area for patients to be comfortable that present real medical needs is crucial.

Mr Ramso ur asked if the commiss ioners had any other questions?

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

Anyone who would like to speak in opposition to this case? There were not.

Mrs Steele asked about the triangle that is inside of the presented area.

Mr Ramsour responded that was because Mrs. Suza nne ow ns that property.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. DERMONTT, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 022-19. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 8, 2019
City Council Meeting: July 15, 2019

STAFF PLANNING REPORT
Rezoning

CASE 022-19 A request to rezone from C-1 (Single Family Residential) to C-3 (Commercial District)

LOCATION 3106 S. Connecticut Ave.

APPLICANT Suzanne Nelson

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Health Food Store	Approx. 1.4 Acre

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1, C-2-PD, C-3-PD	C-O, C-1, C-2-PD	C-3
Land Use	Undeveloped: Applicant owns the vacant R-1 property	Single-Family Home, Office/Medical Building, Retail Strip Center	Restaurant, Retail Strip Center & other Retail Uses	Retail Strip Center

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for a retail commercial use which is consistent with the request.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave., 32nd St.	Connecticut Ave.: Collector 32nd St.: Arterial	Connecticut Ave.: 80 ft. 32nd St.: approx. 75 ft.

UTILITIES	Utilities do not need to be extended to this property. Utilities are currently in place and have enough capacity.
FLOOD PLAIN	N.A.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the development policies of the Comprehensive Plan. You will typically find "heavier" commercial districts and uses located at the intersection of collector and arterial streets since these types of corridors contain larger traffic volumes and are visible to potential customers. Both C-2 and C-3 districts are currently located in the immediate area. The request to rezone to a C-3 district is no different than what the city has already allowed in this area.

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

This property is currently zoned C-1 (Neighborhood Commercial). The applicant is proposing to rezone the property to C-3 (commercial) to allow the sale of medical marijuana. The city council recently adopted regulations to restrict the sale of licensed medical marijuana to heavier commercial districts such as C-2 (Central Business District) and C-3 (Commercial District). The current C-1 district does not permit retail sales of medical marijuana.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

There will be minimal impact on adjacent and nearby commercial properties since most of the existing commercial use are classified as C-2 or C-3 type land uses and there is already a retail business operating from the existing building in this request. The applicant owns the vacant R-1 (Single-Family) residential property to the north which will provide a buffer to the single-family homes located along 30th St.

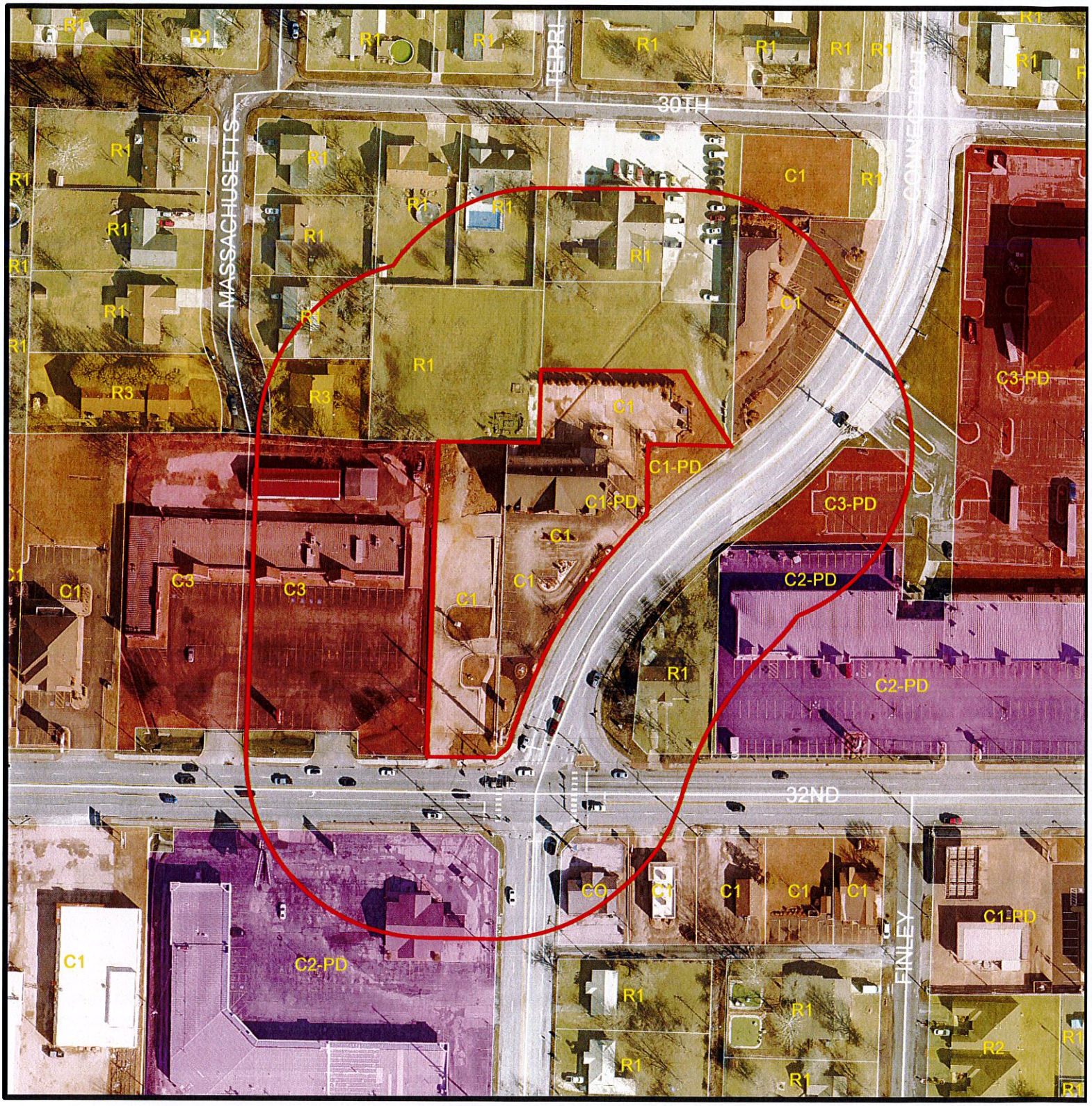
DISCUSSION

The property in this request is zoned C-1 (Neighborhood Commercial) and currently contains a health food store. The property owner is requesting a C-3 designation for the potential sale of medical marijuana. The immediate area already contains heavier commercial districts such as C-2 and C-3 districts. The proposed C-3 district will not be any different than what currently exists in this area. The proposed medical marijuana sales or any other potential C-3 use will be restricted to the retail building that is currently located on the property. The rezoning request is consistent with the development policies in our Comprehensive Plan and the adopted Future Land Use Map.

Staff recommends approval of Case 022-19.

ATTACHMENTS

- Application



300 150 0 300 600

Feet

Case 022-19: 3106 S. Connecticut Ave. – A request to rezone from Neighborhood Commercial (C-1) to Commercial (C-3) for the operation of a Medical Marijuana Dispensary – Suzanne Nelson.

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 32-19
Filing Fee: $500.00
Date Advertised: 6-23-19
Date Notices Sent: 6-21-19
P&Z Date: 7/9/19
City Council Date: 7/15/19

APPLICANT: Suzanne Nelson PHONE: 417-850-8595
ADDRESS: 3106 Connecticut Ave, Joplin ZIP: 64804
EMAIL: quarteredoak@gmail.com
OWNER: Big Trees Developer LLC PHONE: 417-850-8595
ADDRESS: 3106 Connecticut Ave, Joplin ZIP: 64804
EMAIL: quarteredoak@gmail.com
LOCATION OF PROPERTY: 3106 Connecticut, Joplin
LEGAL DESCRIPTION: SOUTHMORLAND ACRES ALL LOT 55 & E 43.8' S 1/2 LOT 56
SOUTHMORLAND ACRES E 70' W 140' S1/2 LOT 56

Present Zoning C1 Requested Zoning: C3 Acreage: 1.4
Present Use of Property: Retail (Suzanne's Natural Foods)
Proposed Use of Property: Retail (Suzanne's Natural Foods and Quartered Oak Enterprise)

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Alanon Club & single family homes	R1
South	Retail	C2-PD
East	Retail	C2-PD and C3
West	Retail	C3

CHARACTER OF THE NEIGHBORHOOD: Busy commercial thoroughfare (E 32nd St) with retail, banking, and medical offices nearby.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Tenant Quartered Oak Enterprise intends to operate a licensed medical marijuana dispensary.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. 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 effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut Ave and E 32nd Street
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: Approx 40 ft
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

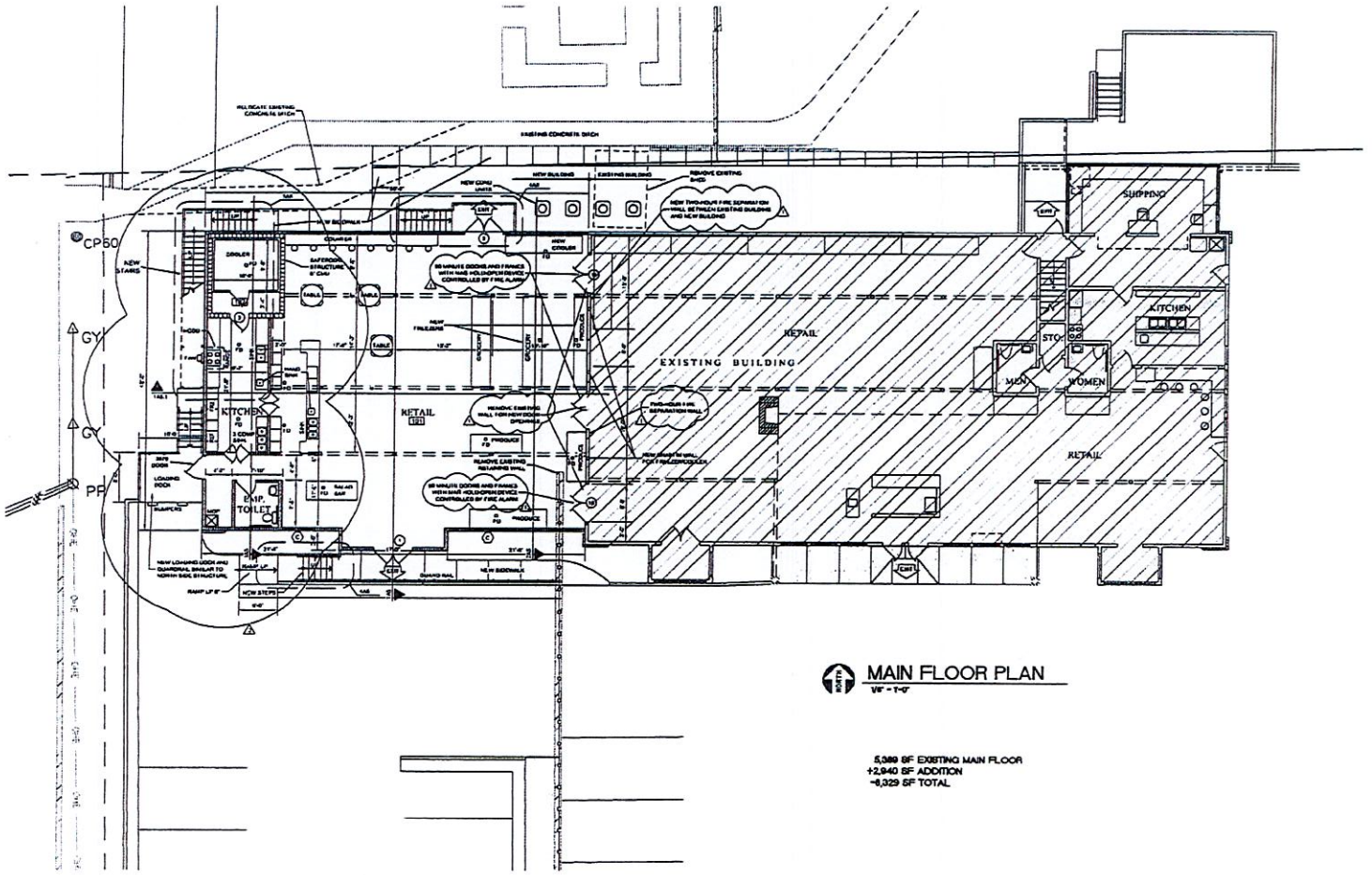
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

There is existing permitted construction occurring at the time of application. No additional exterior construction will occur as part of this rezoning, only interior remodeling of the existing structure.

SIGNATURE: Suzanne Nelson DATE: 5/23/19

BY: Suzanne Nelson

TITLE: Owner, Big Trees Developer



MAIN FLOOR PLAN

1/8" = 1'-0"

5,389 SF EXISTING MAIN FLOOR
+2,940 SF ADDITION
=8,329 SF TOTAL

NOTES:

1) ALL WORK FOR THIS PROJECT SHALL CONFORM TO THE PROVISIONS OF ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS AS ENDORSED BY ALL GOVERNING BODIES OR JURISDICTIONS INVOLVED. APPLICABLE CODES, REGULATIONS AND LAWS INCLUDE , BUT ARE NOT LIMITED TO THE FOLLOWING.

INTERNATIONAL BUILDING CODE 2012
INTERNATIONAL PLUMBING CODE 2012
INTERNATIONAL MECHANICAL CODE 2012
NATIONAL ELECTRIC CODE LATEST EDITION
NFPA 101 LIFE SAFETY CODE, LATEST EDITION
INTERNATIONAL FIRE CODE 2012
AMERICANS WITH DISABILITIES ACT
FEDERAL ACCESSIBILITY GUIDELINES AND AMERICAN NATIONAL STANDARDS INSTITUTE

2) CITY OF JOPLIN, MO ZONING DISTRICT: C1

3) BUILDING CODE ANALYSIS DATA

TYPE OF CONSTRUCTION: TYPE 5B
OCCUPANCY CLASSIFICATION: (MIXED) 'M' MERCANTILE (IBC SECTION 309) MAIN FLOOR AND 'B' BUSINESS (IBC SECTION 304) UPPER FLOOR
BUILDING ALLOWABLE FLOOR AREA AND HEIGHT (IBC TABLE 503): 9,000 SF PER FLOOR ('B' AND 'M'); TWO STORIES FOR 'B' AND ONE STORY FOR 'M'
OCCUPANCY SEPARATION (IBC SECTION 508.4): SEPARATED OCCUPANCIES (SEE NOTE #1)
FIRE RESISTANCE FOR BUILDING ELEMENTS (IBC TABLE 601): 1 HOUR (SEE NOTE #1)
FIRE RESISTANCE RATING FOR EXTERIOR WALLS (IBC TABLE 602): DISTANCE GREATER THAN 10 FEET, TYPE 5B CONSTRUCTION GROUP 'B' OR 'M' OCCUPANCY = 0 HOURS
FIRE SUPPRESSION SYSTEM (IBC FIGURE 903.2): NONE
NUMBER OF OCCUPANTS (IBC TABLE 1004.1.2):
FOR MAIN FLOOR (GROUP 'M') 4,229 SF / 30 SF PER OCCUPANT = 278 OCCUPANTS.
FOR UPPER FLOOR (GROUP 'B') 4,280 / 100 SF PER OCCUPANT = 44 OCCUPANTS.
UNIMPEDED EGRESS WIDTH (IBC SECTION 1005):
FOR MAIN FLOOR DOORS, TOTAL OCCUPANT LOAD 322 OCCUPANTS X 0.2" PER OCCUPANT = 64.4".
FOR UPPER FLOOR DOORS, TOTAL OCCUPANT LOAD 44 OCCUPANTS X 0.2" PER OCCUPANT = 8.8".
FOR STAIRWAYS, TOTAL OCCUPANT LOAD 44 OCCUPANTS X 0.3" PER OCCUPANT = 13.2".
MAXIMUM DISTANCE FROM ANY POINT TO EXIT (IBC TABLE 1016.2): 75 FEET FOR GROUPS 'B' AND 'M' (FOR OCCUPANT LOADS GREATER THAN 30 AND WITHOUT SPRINKLER SYSTEM).
MAXIMUM EXIT ACCESS TRAVEL DISTANCE (IBC TABLE 1016.2): 200 FEET FOR GROUPS 'B' AND 'M'.
CORRIDOR FIRE RESISTANCE RATING (IBC TABLE 1016.1): ONE HOUR FOR GROUPS 'B' AND 'M' (FOR OCCUPANT LOADS GREATER THAN 30).
MINIMUM CORRIDOR WIDTH (IBC TABLE 1018.2): 36" FOR OCCUPANT CAPACITY LESS THAN 50
MINIMUM NUMBER OF EXITS REQUIRED PER STORY (IBC SECTION 1021.2):
TWO REQUIRED
MINIMUM NUMBER OF TOILET FIXTURES (IBC TABLE 2902.1):
FOR MAIN FLOOR (GROUP 'M') BASED ON 278 TOTAL OCCUPANTS (139 MALE AND 139 FEMALE AND 1 WATER CLOSET PER 500 OCCUPANTS BOTH MALE AND FEMALE, AND 1 LAVATORY FOR 750 OCCUPANTS BOTH MALE AND FEMALE) = 1 WATER CLOSET FOR MALE AND 1 WATER CLOSET FOR FEMALE AND 1 LAVATORY FOR MALE AND 1 LAVATORY FOR FEMALE.
FOR UPPER FLOOR (GROUP 'B') BASED ON 44 TOTAL OCCUPANTS (22 MALE AND 22 FEMALE AND 1 WATER CLOSET FOR FIRST 25 OCCUPANTS BOTH MALE AND FEMALE, AND 1 LAVATORY FOR FIRST 40 OCCUPANTS BOTH MALE AND FEMALE) = 1 WATER CLOSET FOR MALE AND 1 WATER CLOSET FOR FEMALE AND 1 LAVATORY FOR MALE AND 1 LAVATORY FOR FEMALE.

4) THE NEW PORTION OF THE PROJECT IS TO BE SEPARATED FROM THE EXISTING BUILDING BY A TWO-HOUR FIRE RESISTANCE RATED WALL WHICH IS ACCOMPLISHED BY REMOVING THE EXTERIOR SIDING AND SHEATHING AND ADDING TWO LAYERS OF 5/8" GYPSUM BOARD AND THEN ADDING LAYERS OF 5/8" GYPSUM BOARD AS NECESSARY TO THE EXISTING BUILDING SIDE OF THE SAME WALL FRAMING SO THAT THE WALL ENDS UP WITH TWO CONTINUOUS LAYERS OF GYPSUM BOARD ON BOTH SIDES.

5) THE UPPER FLOOR IS INTENDED TO BE SEPARATED FROM THE LOWER FLOOR BY CONSTRUCTION CONSISTING TO BE, OR EQUAL TO, U372 WITH TWO LAYERS OF GYPSUM ATTACHED TO BOTTOM OF FLOOR FRAMING BY USE OF RESILIENT STEEL FURRING CHANNELS.

6) THE ROOF STRUCTURE IS INTENDED TO BE CONSTRUCTED BY USE OF UL DESIGN NO. UP513 WITH ONE LAYER OF GYPSUM ATTACHED TO BOTTOM OF FLOOR FRAMING BY USE OF RESILIENT STEEL FURRING CHANNELS.

7) THE STRUCTURAL WOOD BEAMS AND COLUMNS ARE INTENDED TO BE PROTECTED BY THE USE OF HEAVY TIMBER MINIMUM SIZES CALCULATED BY STRUCTURAL ENGINEER AND APPROVED BY ARCHITECT FOR ONE HOUR MINIMUM FIRE RESISTANCE.

STEVEN W. LACEY
ARCHITECT, LLC
417 EAST CENTRAL, OSEOGO, MO – (417)673-1954
STEVEN W. LACEY ARCHITECT, LLC
MISSOURI ARCHITECT CERTIFICATE OF AUTHORITY NO. 2005030341

BUILDING ADDITIONS FOR:
SUZANNE'S NATURAL FOODS
3186 CONNECTICUT AVENUE
JOPLIN JASPER COUNTY, MISSOURI

Revisions	
11-29-17	ADDENDUM NO. 1 / A
12-04-17	ADDENDUM NO. 2 / A, ADD'L KITCHEN

Sheet Title: MAIN FLOOR PLAN
AUG. 06, 2017

Sheet Number: A2

Copyright 2017
Steven W. Lacey-Architect, LLC

Planning & Zoning Department
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801

To Whom It May Concern:

I, Suzanne Nelson, sole owner of Big Tree Developers, which owns SOUTHMORLAND ACRES ALL LOT 55 & E 43.8' S 1/2 LOT 56 and SOUTHMORLAND ACRES E 70' W 140' S1/2 LOT 56 and the structures therein, wish to rezone these lots from C1 commercial to C3 commercial.

Reasoning for the rezoning
I am requesting this rezoning because I would like to open a licensed medical marijuana dispensary located within the existing building located on the above-named lots. The City of Joplin requires medical marijuana dispensary facilities to be in C3 zoned properties.

Impact of the proposed change, including any traffic conditions that may result
I anticipate no significant impact to the area, including no significant change in traffic volume. The new business on this property will be a small retail establishment. Customers will not be allowed to loiter or consume medical marijuana on the property.

Any danger from fire hazards
No. The dispensary is a retail operation with no manufacturing, cooking, or other fire-prone activities occurring.

How the proposed change may affect the character of the surrounding properties
No anticipated change to the character of surrounding properties. The dispensary's character will be very similar to that of the existing retail business in this location, Suzanne's Natural Foods. Other than signage, there will be no exterior modifications to the structure.

How the proposed change will benefit the City of Joplin
I want to open this dispensary to offer a safe, legal, natural remedy to qualifying patients suffering from a variety of diseases and other ailments. Joplin residents who are qualifying medical marijuana patients will benefit by having a trusted source for legal medical marijuana, offered in a dignified environment with appropriate patient education and care. This dispensary will operate in a respectful manner, focused on the natural healing and pain management offered by medical marijuana.

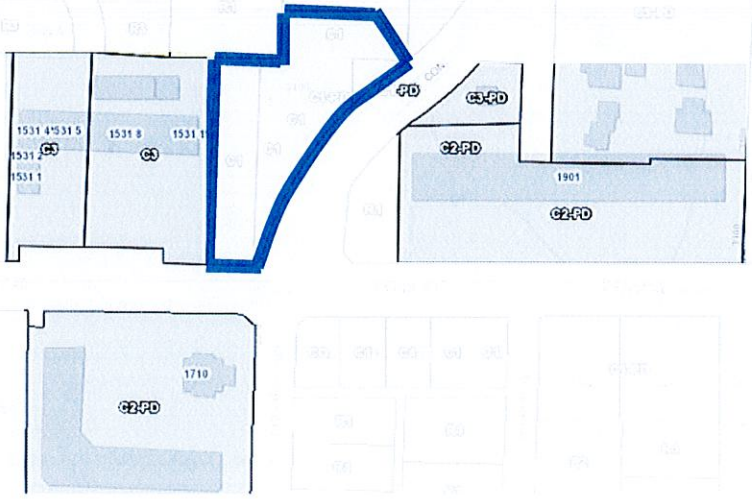
The city itself will benefit from additional employment and increased tax revenues while keeping the character of Southmorland Acres similar to its current character.

Sincerely,

Suzanne Nelson

Suzanne Nelson
Owner, Big Tree Developers
Owner, Suzanne's Natural Foods
Owner, Quartered Oak Enterprise dba Dr Bill's Dispensary

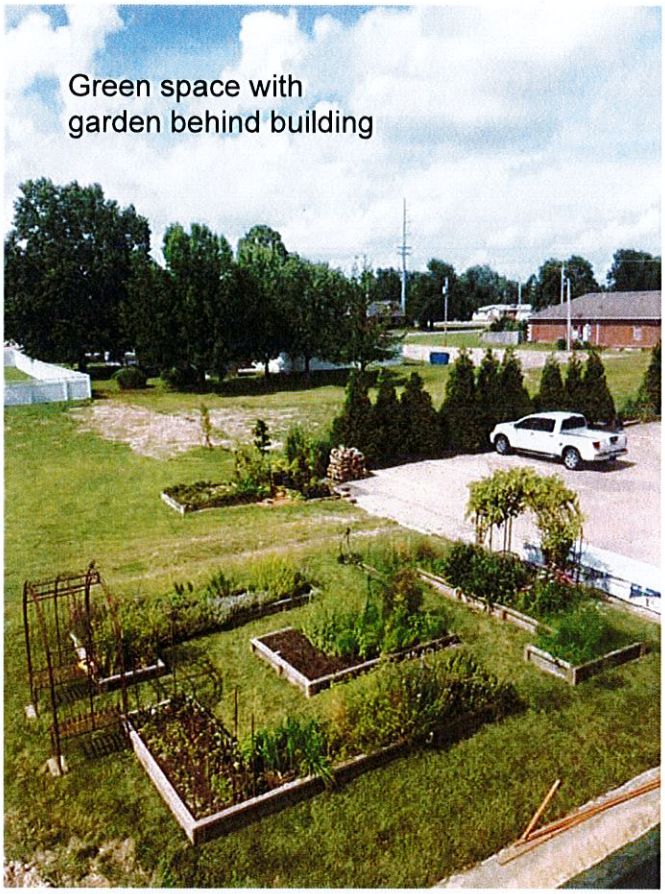
Surrounded on three sides by C2 or C3 commercial




Suzanne's Natural Foods
Connecticut Ave
Connecticut Ave
E 32nd St
E 32nd St



Approximate interior location of dispensary


Green space with
garden behind building

July 8, 2019

Lee Anne Howsmon
2622 East 35th Street
Joplin, MO 64804
417-529-9822
lhowsmon@aol.com

Dear. Mr. Bolander,

Susanne Nelson has been an important part of our business community for over 27 years. I believe in that time she has proven herself to be hardworking, responsible and always trying to give her customers the very best of what she has to offer.

She is wanting to expand her business and request a dispensary license; however, she finds she is zoned a C1 and not a C3. I believe she as always thought she is a C3. Most of her commercial neighbors are a C3. She doesn't have any more traffic than they do, she doesn't make a lot of noise and she isn't open late in the evening.

I really believe that changing Suzanne's from a C1 to a C3 would be a good thing for her business as well as our community.

Sincerely,

Lee Anne Howsmon

Lee Anne Howsmon
(Employee of Suzanne's)

P & Z Case 022-19
Suzanne Nelson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 3106 Connecticut Ave, City of Joplin, Jasper County, Missouri.

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. 2004-256 is hereby amended by the following described property and including in District C-3:

> All of Lot 55 AND the East 43.8 feet of the South one-half of Lot 56 AND the East 70 feet of the West 140 feet of the South one-half of Lot 56, except, property taken for right-of-way purposed, in Southmorland Acres Addition to the City of Joplin, Jasper County Missouri according to the recorded plat thereof.

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_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-138 Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Runway 18-36 36 and ARFF Personal Safety Equipment at the Joplin Regional Airport.

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-138 Ordinance; FAA Grant Agreement, Grant Budget Sheet, Map

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

SUMMARY
The Airport recently amended the Pavement Management Plan to document the impact that the commercial airline equipment upgrade (heavier aircraft) is having on the existing pavement. The up-gage in aircraft size occurred in February of 2017 and we have been monitoring the changes/impact in the pavement structure since that time. The preliminary results of this monitoring reflected a significant deterioration in the pavement structure for Taxiway D and Runway 18-36. In our discussion with the FAA they felt that we needed to begin addressing the situation immediately. We are currently reconstructing Taxiway D.

Additionally, there are funds in this Grant to purchase new ARFF Personal Protective Equipment (PPE). This equipment will be purchased and paid for directly by the Airport. See the attached Grant Budget Sheet for the individual cost breakdown.

BACKGROUND
The FAA issued a Go Letter on October 2, 2018 for the design portion of the reconstruction project. Crawford, Murphy & Tilly, Inc were chosen as the engineering team for the design under our current Engineering Agreement. Per the FAA requirements we negotiated a Design Contract agreement with CMT and it was vetted through the FAA program for approval. This grant is for $709,692.00 which covers 95% of the Design Contract and ARFF PPE.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2019-138 ORDINANCE NO.

AN ORDINANCE Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Runway 18-36 and ARFF Personal Safety Equipment at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

.

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

Section 1. That the agreement by and between the City of Joplin and Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Runway 18-36 36 and ARFF Personal Safety Equipment by the City of Joplin.; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

FAA Original

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	JUL 09 2019 JUL 09 2019
Airport/Planning Area	**Joplin Regional**
AIP Grant Number	**3-29-0037-042-2019**
DUNS Number	**010649846**

TO: **City of Joplin, MO (JLN)**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 25, 2019**, for a grant of Federal funds for a project at or associated with the **Joplin Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Joplin Regional Airport** (herein called the "Project") consisting of the following:

Reconstruct Runway 18/36 (100' x 6500') (Phase 1 - Design Only) And Acquire Aircraft Rescue and Fire Fighting Personal Protective Equipment

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$709,692.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning
   $709,692.00 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 9, 2019**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

    B. May be increased by not more than 15 percent for development projects;

    C. May be increased by not more than 15 percent for land projects.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **June 03, 2016**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

    i. Gross mismanagement of a Federal grant;
    ii. Gross waste of Federal funds;
    iii. An abuse of authority relating to implementation or use of Federal funds;
    iv. A substantial and specific danger to public health or safety; or
    v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

    i. A member of Congress or a representative of a committee of Congress;
    ii. An Inspector General;
    iii. The Government Accountability Office;
    iv. A Federal office or employee responsible for oversight of a grant program;
    v. A court or grand jury;
    vi. A management office of the grantee or subgrantee; or
    vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In

order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

25. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

26. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

    A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
    B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
    C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            a. Location of all runways, taxiways, and aprons;

            b. Dimensions;

            c. Type of pavement; and,

            d. Year of construction or most recent major rehabilitation.

        2. Inspection Schedule.

            a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            a. Inspection date;

            b. Location;

            c. Distress types; and

            d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

27. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

28. Protection of Runway Protection Zone - Easement. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

29. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

30. Design Grant. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Jim A. Johnson
(Typed Name)

Director, Central Region Airports Division
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this_____day of _____,_____.

City of Joplin
(Name of Sponsor)

By: _____
(Signature of Sponsor's Authorized Official)

_____
(Typed Name of Sponsor's Authorized Official)

_____
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Missouri**. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,_____.

By: _____
(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			722,044
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			25,000
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 747,044
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			747,044
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 747,044
19. Federal Share requested of Line 18			709,692
20. Grantee share			37,352
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 747,044

LEGEND

- CONTRACTOR'S HAUL ROUTE
- FLAGMEN
- LOW PROFILE BARRICADES
- RSA — RUNWAY SAFETY AREA
- PHASE 1 - ALL WORK NORTH OF RUNWAY 13-31 RSA
- PHASE 2 - ALL WORK BETWEEN RUNWAY 13-31 RSA AND TWY C OFA
- PHASE 3 - ALL WORK WITHIN RUNWAY 13-31 RSA AND TWY C OFA (XX DAYS)
- CONTRACTOR'S STORAGE AND STAGING AREA

SCALE
0 350 700 1050

COUNTY ROAD 24
CARL JUNCTION
PHASE 1 WORK AREA
PHASE 2 WORK AREA
PHASE 3 WORK AREA
RUNWAY 18/36
RUNWAY 13/31
TWY D4
TWY D3
TWY D2
TWY D
TWY C
TWY B
TWY A
TAXIWAY C
TAXIWAY D
TAXIWAY E
TAXIWAY F
TAXIWAY K
EXIST. TWY A
CONTRACTOR'S STORAGE AND STAGING AREA (PHASE 2)
CONTRACTOR'S ACCESS GATE
FLAGMEN FOR PHASE 2
CONTRACTOR'S STORAGE AND STAGING AREA (PHASES 1,3)
TERMINAL APRON
CONTRACTOR'S ACCESS
DENNIS WEAVER DRIVE
MCARTHUR BOULEVARD
NORTH MAIN STREET
GUM ROAD

NOT FOR CONSTRUCTION

7/23/2019
K:\Joplin\MOAp\19009201-00_Rnwy_18-36\Draw\Exhibit\30% Phasing_Option 1_twm.dgn

REVISIONS		
NUMBER	BY	DATE

0 1 2
THIS BAR IS EQUAL TO 2" AT FULL SCALE (34X22). PLOT 1

JOPLIN REGIONAL AIRPORT
7331 MISSOURI 43
WEBB CITY, JASPER COUNTY, MO 64870

RECONSTRUCT RUNWAY 36-18

AIP PROJECT – 3-29-0037-040

CMT

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DNE, MORRIS DRIVE, SUITE 500, ST. LOUIS, MO 63102
PH: (314) 656-1555 www.cmtengr.com
PROFESSIONAL ENGINEERING - 000631

FILE:	30% Phasing_Option 1_twm.dgn
DESIGN BY:	TWM/BHH
DRAWN BY:	BDB
CHECKED BY:	TCS
APPROVED BY:	TCS
DATE:	AUGUST 8, 2018
JOB No:	19009201-00

FIGURE 11-1
OVERALL PHASING PLAN
OPTION 1

SHEET XX OF 107 SHEETS

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-139 – authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services for the Design of Runway 18-36 at the Joplin Regional Airport.

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-139 Ordinance; Contract Agreement

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

SUMMARY
This Council Bill is an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services not to exceed the amount of seven hundred twenty-two thousand forty-three dollars and ninety-one cents ($722,043.91) for the engineering design of the Reconstruction of Runway 18-36 at the Joplin Regional Airport.

BACKGROUND
The engineering firm of Crawford, Murphy & Tilly, Inc. is the chosen firm of record for engineering services at the Joplin Regional Airport for the period of 2014-2019. An Independent Fee Estimate (IFE) was conducted and the contract amount approved by the FAA.

FUNDING SOURCE
FAA has issued a Grant Agreement for Design Services for the project. The FAA Grant will cover Six Hundred Eighty-Five Thousand Nine Hundred Forty-One Dollars and Seventy-One Cents ($685,941.71) of the cost which is 95% of the total cost. The amount of local matching funds to be furnished is Thirty-Six Thousand One Hundred Two Dollars and Twenty cents ($36,102.20) making the total design project $722,043.91 coming from the Airport Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2019-139 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of seven hundred twenty-two thousand forty-three dollars and ninety-one cents ($722,043.91) for Engineering Design Services for the Design of Runway 18-36 at the Joplin Regional Airport, authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services not to exceed the amount seven hundred twenty-two thousand forty-three dollars and ninety-one cents ($722,043.91) for Engineering Design Services for the Design of Runway 18-36 at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

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

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

Airport Name: Joplin Regional Airport
Project No.: 3-29-0037-0XX
County: Jasper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/01/2016)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, while the Federal Aviation Administration (FAA) is not a party to this Agreement, FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C)

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as publisihed and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor’s activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award

and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by

actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)

N/A					
TOTAL DBE PARTICIPATION				$0.00	0.0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to FAA.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Palmerton & Parrish	12958 State Highway 47 Marthasville, MO 63357	Geotechnical Investigation	$18,300.00
Allgeier, Martin and Associates, Inc.	7231 East 24th Street Joplin, MO 64804	Survey	$11,500.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of FAA or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to

Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis: labor, overhead and profit will be paid for as a lump sum cost of of **$722,043.91** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor

and/or FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurredduring the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performace of the Project;

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issed the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of

terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultnat harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, FAA, and/or FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the

hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis

of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, FAA, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation

Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by

Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assigns, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be

notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, FAA, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the bais of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA’s nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activites with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restrictions Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by oen or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law,

the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full

text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(E)1. Above.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action

against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Steve Stockam - Manager		
SPONSOR'S NAME	City of Joplin, Missouri		
SPONSOR'S ADDRESS	602 S. Main St., Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	sstockam@Joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter

deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ty Sander, P.E.		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 St. Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	tsander@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

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

Sponsor: City of Joplin, Missouri	Consultant: Crawford, Murphy & Tilly, Inc
By: _____ Signature	By: _____ Dan Meckes
Title: _____	Title: CEO CMT, Inc.
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Perform topographical design survey.

2. Perform geotechnical investigation.

3. Design and Bidding Phases services for the Reconstruct Runway 18-36 at the Joplin Regional Airport. Detialed services are listed in Exhibit V.

4. Project will be designed as one, but bid as two separate phases to be built in consecutive years.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and FAA requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

***This project will not require a Reimburable Agreement**

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary

    a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.

    b. Develop preliminary engineer's opinion of probable construction cost and project budget.

    c. Attend kick off meetings with both FAA and City officials to discuss project scope, formulation, process, and coordination efforts.

2. Design Phase

    a. Prepare preliminary design report (bound) bearing the engineer's seal. As

a minimum, the design report will include:

- Description of work (including AIP participation limits).
- Listing of applicable design standards and Advisory Standards.
- Design Considerations for airport Operational Safety.
- Summary of the design computations.
- Justification for selection of design materials.
- Life Cycle analysis (if applicable) and recommendations.
- Identification of modifications to FAA standards along with the reason(s) and justifications for the modifications.
- Summary of preliminary project budget including an engineer's opinion of probable construction cost.

Other items for possible inclusion are as follows but not limited to:

- Predesign meeting minutes.
- Site Conditions including photographs. Pavement design calculations and proposed typical sections.
- Geotechnical investigation and laboratory test results.
- Analysis of alternatives (life cycle) and recommendations.
- Drainage analysis/calculations.
- Pavement marking analysis.
- Seeding/top soiling considerations.
- Lighting system design/calculations (incl. apron area lighting).
- Analysis of Part 77 obstruction criteria as applied to this site.
- Utility Evaluation.
- A list of any proposed modifications to design/construction standards and other FAA standards along with the reason(s) and justifications for the modifications.
- An engineer's opinion of probable construction cost.
- Miscellaneous work items.
- Summary of recommendations.

b. Prepare construction plans and contract documents/technical specifications in accordance with current FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Full staff for design will include the following:
  - **1 full-time Senior Project Engineer**
  - **2 full-time Senior Engineers**

- **2 full-time Engineers**
- **1 full-time Senior Technician**
- **3 full-time Technicians**

- 30% Preliminary Report
- Title sheet with project name/description, location map, index of sheets and runway data table.
- General airport layout plan with safety/construction phasing plan.
- General notes and summary of quantities (FAA specification items).
- Demolition and clearing/grubbing plan.
- Typical pavement sections.
- General site grading plan/specific grading and surface drainage plans for the Runway.
- Temporary erosion control plan and details
- Drainage details.
- Marking plans and details.
- Miscellaneous ancillary details.
- Electrical layout and details
- Electrical vault modifications

2) Prepare Contract Documents/Technical Specifications.

3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.

4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and FAA for review and comments. The Sponsor and FAA will each be provided with one (1) copy of each document.

5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and FAA.

6) Submit a final, sealed/signed copy, to the Sponsor, and the FAA (one copy each) of the following documents:
   - Design Report
   - Construction Plans
   - Contract Documents/Technical Specifications

   Engineer’s Opinion of Probable Construction Cost and Project Budget

3. Bidding Phase

***There will be two bidding phases for this project. Phase A will be bid in year 2019. Phase B will be bid the following year.**

a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)

b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.

d. Attend and conduct the pre-bid meeting and record minutes.

e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

Notes:
For Final documents that are required to be sealed, signed, and dated, electronic submittal is acceptable to the FAA when the Consultant has electronic signature capabilities.

For documents not required to be sealed, signed, and dated, electronic submittal is acceptable to the FAA.

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated March 25, 2016

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30C Change 1	Airport Winter Safety and Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities

150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
105/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems

150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150-5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150-5370-12B	Quality Control of Construction for Airport Grant Projects
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

6. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

7. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

8. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.

9. Guidance for assembling bid package to meet Sponsor’s bid letting requirements.

10. Designate contact person (see Section (23)(A)).

11. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

RECONSTRUCTION OF RUNWAY 18-36

SUMMARY OF COSTS

April 15, 2019

	Fee	Hours
Reconstruction of Runway 18-36	$639,660.03	5,294
Front End and Bidding Services - Phase 1	$41,191.94	274
Front End and Bidding Services - Phase 2	$41,191.94	274
Total	**$722,043.91**	**5,842**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
RECONSTRUCTION OF RUNWAY 18-36
DESIGN PHASE SERVICES
April 15, 2019

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	40	81.46	$3,258.40
Senior Project Engineer	390	61.92	$24,148.80
Project Manager	0	49.95	$0.00
Senior Engineer	1586	39.39	$62,472.54
Engineer	1512	30.56	$46,206.72
Senior Planner	0	38.04	$0.00
Planner	0	26.66	$0.00
Registered Land Surveyor	0	42.83	$0.00
Senior Technician	642	37.45	$24,042.90
Technician	1124	28.80	$32,371.20
Clerk/Secretary	0	23.43	$0.00
	5,294		

Total Direct Salary Costs = $192,500.56

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 173.62 % = $334,219.47

3 SUBTOTAL:

Items 1 and 2 = $526,720.03

4 PROFIT:

15 % of Item 3 Subtotal = $79,008.00

Subtotal $605,728.03

5 OUT-OF-POCKET EXPENSES:

a. Mileage	3600	Miles @	$0.55	/ Mile =	$1,980.00
b. Meals	15	Days @	$32.00	/ Day =	$480.00
c. Motel	6	Nights @	$112.00	/ Night=	$672.00
d. Printing and Shipping				=	$1,000.00

Total Out-of-Pocket Expenses = $4,132.00

6 SUBCONTRACT COSTS:

a. Topographic Survey = $11,500.00
b. Geotechnical Consultant = $18,300.00

= $29,800.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $639,660.03

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
FRONT END DOCUMENTS AND BIDDING PHASE SERVICES - PHASE 1
DESIGN AND BIDDING PHASE SERVICES
April 15, 2019

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	81.46	$0.00
Senior Project Engineer	58	61.92	$3,591.36
Project Manager	0	49.95	$0.00
Senior Engineer	108	39.39	$4,254.12
Engineer	92	30.56	$2,811.52
Senior Planner	0	38.04	$0.00
Planner	0	26.66	$0.00
Registered Land Surveyor	0	42.83	$0.00
Senior Technician	6	37.45	$224.70
Technician	0	28.80	$0.00
Clerk/Secretary	10	23.43	$234.30
	274		

Total Direct Salary Costs = $11,116.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 173.62 % = $19,299.60

3 SUBTOTAL:

Items 1 and 2 = $30,415.60

4 PROFIT:

15 % of Item 3 Subtotal = $4,562.34

Subtotal $34,977.94

5 OUT-OF-POCKET EXPENSES:

a. Mileage	1800	Miles @	$0.55	/ Mile =	$990.00
b. Meals	7	Days @	$32.00	/ Day =	$224.00
c. Motel	0	Nights @	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$5,000.00

Total Out-of-Pocket Expenses = $6,214.00

6 SUBCONTRACT COSTS:

a. = $0.00

= $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $41,191.94

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
FRONT END DOCUMENTS AND BIDDING PHASE SERVICES
DESIGN AND BIDDING PHASE SERVICES - PHASE 2
April 15, 2019

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	81.46	$0.00
Senior Project Engineer	58	61.92	$3,591.36
Project Manager	0	49.95	$0.00
Senior Engineer	108	39.39	$4,254.12
Engineer	92	30.56	$2,811.52
Senior Planner	0	38.04	$0.00
Planner	0	26.66	$0.00
Registered Land Surveyor	0	42.83	$0.00
Senior Technician	6	37.45	$224.70
Technician	0	28.80	$0.00
Clerk/Secretary	10	23.43	$234.30
	274		

Total Direct Salary Costs = $11,116.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 173.62 % = $19,299.60

3 SUBTOTAL:

Items 1 and 2 = $30,415.60

4 PROFIT:

15 % of Item 3 Subtotal = $4,562.34

Subtotal $34,977.94

5 OUT-OF-POCKET EXPENSES:

a. Mileage	1800	Miles @	$0.55	/ Mile =	$990.00
b. Meals	7	Days @	$32.00	/ Day =	$224.00
c. Motel	0	Nights @	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$5,000.00

Total Out-of-Pocket Expenses = $6,214.00

6 SUBCONTRACT COSTS:

a. = $0.00

= $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $41,191.94

Exhibit V

JOPLIN REGOINAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
RECONSTRUCTION OF RUNWAY 18-36
April 15, 2019

Classification: Gross Hourly Rate:	Principal $256.32	Senior Project Engineer $194.84	Project Manager $157.14	Senior Engineer $123.95	Engineer $96.16	Senior Planner $119.70	Planner $83.89	Registered Land Surveyor $134.77	Senior Technician $117.84	Technician $90.62	Clerk/ Secretary $73.73	Other Costs
A. DESIGN SERVICES												
1. Reconstruction of Runway 18-36:												
Project Management (status reports, project coordination, invoicing)		40		60								
7460-1 Submittal		8		24	24				12	24		
Coordinate surveys, geotechnical investigation, add results to project manual.		4		30	40							
Tenant Coordination Meeting		12		12	12							
Coordinate with FAA tech ops		12		12	12							
Review record drawings		4		24	40				24	24		
Design Report		24		140	140				60	100		
Cover Sheet/Title Block				4	4				8	8		
Index, Legends, Sum of Quantities Sheets		6		12	12				8	8		
Construction Safety and Phasing Plan (CSPP)		24		120	140				40	100		
General Notes		8		60	40				40	80		
Demolition Sheets		8		80	120				60	100		
Pavement Geometry/Typical Sections		8		100	120				60	100		
Site Grading and Drainage, Details		40		180	180				60	100		
Layout/Pavement Marking Plans		6		120	120				60	140		
Pavement Marking Details				24	40				60	80		
Electrical Layout and Details		40		180	120				30	100		
Electrical Vault Modifications		40		40	24							
Field check survey and plans		24		24	24							
Prepare cost estimates		6		60	60				60	80		
Prepare project technical specifications		24		120	120							
Internal quality control review	40	40		80	40							
Address Sponsor/FAA comments and seal sheets		12		80	80				60	80		
Total hours = 5,294	40	390	0	1586	1512	0	0	0	642	1124	0	(1,2,3,4,5)
Total = $639,660.04	$10,252.98	$75,987.34	$0.00	$196,577.97	$145,395.45	$0.00	$0.00	$0.00	$75,654.11	$101,860.19	$0.00	$33,932.00
2. Front End Specifications and Bidding - Phase 1:												
Prepareagenda and attend pre-design meeting		12		12	12							
Site Visits, Field Review		24		20	20							
Prepare Front End Specifications		2		20	20							
Permit review and applications		2		10	12							
Send plans to contractors and answer questions		2		12	6						6	
Addendum Issuance (if necessary)		2		4	12				6		4	
Conduct pre-bid meeting and send out minutes (inc. travel)		12		12	4							
Assist sponsor with the bid opening (inc. travel)				12								
Review bids, prepare bid tab, and recommend award		2		6	6							
Total hours = 274	0	58	0	108	92	0	0	0	6	0	10	(1,2,3,4,5)
Total = $41,191.94	$0.00	$11,300.68	$0.00	$13,386.14	$8,846.81	$0.00	$0.00	$0.00	$707.05	$0.00	$737.26	$6,214.00
2. Front End Specifications and Bidding - Phase 1:												
Prepareagenda and attend pre-design meeting		12		12	12							
Site Visits, Field Review		24		20	20							
Prepare Front End Specifications		2		20	20							
Permit review and applications		2		10	12							
Send plans to contractors and answer questions		2		12	6						6	
Addendum Issuance (if necessary)		2		4	12				6		4	
Conduct pre-bid meeting and send out minutes (inc. travel)		12		12	4							
Assist sponsor with the bid opening (inc. travel)				12								
Review bids, prepare bid tab, and recommend award		2		6	6							
Total hours = 274	0	58	0	108	92	0	0	0	6	0	10	(1,2,3,4,5)
Total = $41,191.94	$0.00	$11,300.68	$0.00	$13,386.14	$8,846.81	$0.00	$0.00	$0.00	$707.05	$0.00	$737.26	$6,214.00
TOTAL =	**$722,043.92**											

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

A.	Preliminary Phase	As Required
B.	Design Phase	
1.	Submittal of Preliminary Design Report	**(45)** calendar days after receipt of NTP
2.	Plans & Specifications	
a.	Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for FAA review)	**(90)** calendar days after receipt of NTP
b.	Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding	**(15)** calendar days after receipt of review comments (FAA & Sponsor)
C.	Bidding Phase	As Required

CONSTRUCTION SERVICES

1.	Construction Services	As Required

EXHIBIT VII

REQUIRED FEDERAL CLAUSES

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER TONTRACTOR" OR "LOWER TIER CONTRACTOR"SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

    1) Perform the services within the time specified in this contract or by Owner approved extension;

    2) Make adequate progress so as to endanger satisfactory performance of the Project;

    3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

    1) Defaults on its obligations under this Agreement;

    2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

    3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination

settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.

2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-140 – Approval of MoDOT Grant Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport by the City of Joplin.

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-140 Ordinance; MoDOT Agreement

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

SUMMARY
This is a 90/10 reimbursable agreement. The total amount of the proposed marketing program is One Hundred Ninety-Four Thousand Four Hundred Forty-Four Dollars ($194,444). The amount of the grant award to be reimbursed to the City is One Hundred Seventy-Five Thousand Dollars ($175,000). The amount of local matching funds, and/or other resources, to be furnished by the City of Joplin is Nineteen Thousand Four Hundred Forty-Four Dollars ($19,444). This Airport Aid Agreement will be used to promote American Airline service at the Joplin Regional Airport.

BACKGROUND
This Grant Agreement is entered into by the Missouri Highways and Transportation Commission and the City of Joplin for a grant of funds under State Air Service Program. The Commission has agreed to award funds with the understanding that such funds will be used for a program pursuant to this Agreement for the purposes generally described in the Joplin Regional Airports grant application/request for promotion of Commercial Air Service. This grant will provide advertising funds for existing\new service route with American Airlines. The funds will be used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas

FUNDING SOURCE
The Local Match Share will come from the Airport Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance relating to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2019-140 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a MoDOT Airport Aid Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport authorizing the City Manager or City Administrator to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Grant agreement by and between the City of Joplin and Missouri Department of Transportation in the amount of One Hundred Seventy-Five Thousand Dollars and No Cents ($175,000.00) for the Promotion and Marketing of Commercial Air Service at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

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

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CCO Form: MO02
Approved: 08/09 (AMB)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 196-090A-3

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated May 10, 2019, and specifically described as follows:

Air Service Promotion and Marketing and Market Study;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is One Hundred Seventy-Five Thousand Dollars ($175,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Nineteen Thousand Four Hundred Forty-Four Dollars ($19,444). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from August 1, 2019 through June 30, 2020. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(6) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

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

(8) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The

summary must show the source of funds and the specific items for which they were expended.

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(11) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

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

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

(14) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(15) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(16) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover,

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

(18) INDEMNIFICATION:

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

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

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

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

(19) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(20) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

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

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

Sponsor responsible for damages.

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

(24) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(25) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-141 – authorizing a revised Lease agreement with the Freedom of Flight Museum at the Joplin Reginal Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-141 Ordinance; Lease Agreement

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

SUMMARY
The Joplin Chapter of the Civil Air Patrol (CAP) is going through a reorganization and a portion of that group is now part of the Freedom of Flight Museum. The Airport has a zero (0) revenue agreements with both entities at the Airport. This new agreement will re-designate the space to the proper organization.

BACKGROUND

These two Not-For-Profit organizations have worked together to provide aviation based educational activities at the Joplin Regional Airport. The Airport supports their continued efforts with this lease agreement as outlined in the revised agreement.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2019-141 ORDINANCE NO.

AN ORDINANCE authorizing a revised Lease agreement with the Freedom of Flight Museum at the Joplin Reginal Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the Joplin Regional Airport and the Freedom of Flight Museum a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

GA AVIATION TERMINAL SPACE AND RETIRED CONTROL TOWER LEASE AGREEMENT

THIS INDENTURE OF LEASE is made and entered into this day by and between City of Joplin, Missouri, a Municipal Corporation (hereinafter "LESSOR"), and Freedom of Flight Museum, a Missouri Nonprofit Corporation (hereinafter"LESSEE").

W I T N E S S E T H:

That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents RENT, LEASE, AND LET unto Lessee, and Lessee hereby leases the premises described on Exhibit "A", attached hereto and incorporated herein by reference, hereinafter referred to as the "demised premises" upon the following terms and conditions:

1. Term. The term of this Lease shall be for 60 months, beginning August 19, 2019 and terminating August 18, 2025.

2. Rent. There will be "No Cost" to Lessee for this space.

3. Use. The demised premises shall be used and occupied for the sole purpose to support the activities of Freedom of Flight Museum.

4. Compliance. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the demised premises and shall comply with all governmental orders and directive for the correction, prevention and abatement of nuisances caused by Lessee in or upon or connected with the demised premises, all at Lessee's sole expense. Lessee agrees not to store any hazardous waste or material that includes, but not limited to, pathological waste, infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Environmental Regulation or by any future legislative action or by federal, state or local law.

5. Exoneration of Lessor. Lessor shall in no event be liable to Lessee for any damage to person, property, or effects resulting from or on account of breakage, leakage or destruction by water, gas or soil pipes or the roof, waterpipe, water conduits or other leakage or overflow in or about the leased premises, nor for any such damage, loss or injury to persons or property, suffered on, in or about the premises by reason of any present, future, latent or other defects in the form, character or condition of said premises or any part thereof.

6. Lessee's Obligation to Maintain. Lessee shall at his expense throughout the term of this Lease Agreement, take good care of the leased premises and keep the leased premises in a good and safe condition. At the end or other termination of this Lease Agreement, Lessee shall deliver up the leased premises with all improvement located thereon, in good repair and condition, reasonable wear and tear or acts or omissions of Lessor excepted.

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7. Mechanic's Lien. Lessee shall not do or suffer anything to be done whereby the demised premises, or any part thereof, may be encumbered by a mechanic's or similar lien, and if whenever and as often as any mechanic's or other similar lien is filed against the demised premises or any part thereof or account of any labor performed or materials or services furnished in connection with any work in or about the demised premises or the said building done by, for, or under the authority of Lessee or anyone claiming by, through or under Lessee, Lessee shall cause the same to be discharged of record within ten (10) days after the date of filing thereof.

8. Prohibited Use. Lessee shall not permit the demised premises to be used for any illegal or immoral purpose which would render the insurance thereon void.

9. Inspection. Lessor and its agents and representatives shall have the right to enter and inspect the demised premises at any time during normal business hours for the purposes of ascertaining the condition of the demised premises or in order to make such repairs as may be required to be made by the Lessor under the terms of this lease. Lessor shall give no less that twenty-four (24) hours' notice of any inspection.

10. Utilities. Lessor shall pay for all utilities used on the demised premises, but shall not be responsible for phone, internet or cable service which shall be the responsibility of Lessee, if any.

11. Assignment and Subletting. Lessee shall not assign or sublet the whole or any part of the demised premise, without the written consent of the Lessor, which said consent shall not be unreasonably withheld.

12. Renter's Insurance. During the term of this Lease and any extension thereof, Lessee at his option, shall procure and maintain a policy of renter's insurance for damage or destruction to personal property within the demised premises, and Lessee agrees that Lessor has no obligation to insure or reimburse for Lessee's damage or loss under any circumstance.

13. Damage to Premises. In the event of partial damage or destruction to the leased premises, Lessor will timely replace and repair the damaged premises to a like or similar condition as the premises were prior to the damage, and if Lessee has to move its operation while repairs are made, Lessee will receive a rent abatement until the repairs are completed until such time Lessee can move back in and conduct its operations. In the event of a total loss to the premises, Lessor's obligation to replace the improvements shall be determined by the City and subject to the approval of the Joplin City Council. Lessor agrees to involve Lessee in the decisions regarding any such repair or replacement.

14. Indemnification. During the term of this Lease, Lessee agrees to hold harmless and indemnify Lessor against any liability from or by any person whomsoever for injury to person or damage to property arising out of or in connection with the Lessee's use of the

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demised premises. Lessee hereby agrees to hold Lessor, its employees, agents, contractors, invitees, successors and assigns, free and harmless and to waive all rights of recovery against Lessor, its employees, successors and assigns for any and all occurrences.

15. Insurance. The Lessee, at its expense, shall procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company that has an A.M. Best Company rating of at least an "A" rating, or similar rating by another insurance rating company, and is licensed and authorized to conduct business in the State of Missouri, comprehensive general liability insurance, with independent contractors' coverage, contractual liability endorsement coverage and premise liability coverage insuring the Lessee, the city of Joplin and the Airport for personal injury and property damage, and such other insurance necessary to protect Airport from all such claims and actions described in the preceding subsections. Without limiting its liability, Lessee agrees to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than $1,000,000.00 per person and $2,000,000.00 per occurrence. Lessee shall furnish Airport with a certificate of insurance as evidence of coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to Airport. Coverage is to be written in the broadest liability form that is customarily available at reasonable cost. Airport shall be a named insured upon all such policies but shall have no obligation for the payment of any premiums for such coverage. In the event the scope of the Airports' tort liability as a governmental entity described in Section 537.600 through .650, RSMo., inclusive, is broadened or increased during the term of this Agreement by subsequent legislative or court action, Airport, upon written notice to Lessee, may require Lessee to provide additional coverage sufficient to protect the Airport and the City of Joplin's interest to the extent of any such change. If the Airport's current limitations upon tort liability are abolished entirely, Airport may require Lessee to provide such coverage to protect the Airport and the City of Joplin's interests as may be reasonable and prudent for the risks associated with the activities allowed under this Agreement.

16. Events of Default. The following events shall be deemed to be events of default of Lessee under this Lease:
    a. Lessee shall fail to comply with any terms, provisions or covenants of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.
    b. If the Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
    c. If the Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or if the Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee hereunder.
    d. A receiver or trustee shall be appointed for all or substantially all the assets of the Lessee.

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e. Lessee shall desert or vacate any substantial portion of the premises. Upon the occurrence of any such event of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
    i. Terminate this Lease, in which event, Lessee shall immediately surrender the premises to Lessor, and if Lessee shall fail to do so, Lessor may, without prejudice, to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim, or damage therefore; and Lessee agrees to pay Lessor, on demand, the amount of all loss and damage which Lessor may incur by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.
    ii. Enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expense which Lessor may incur and thus affecting compliance with the Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action, whether caused by negligence of Lessor or otherwise. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies hereby provided or any other remedy provided by; law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained.

17. Surrender of Premises. Upon the expiration or other termination of the term of this Lease Agreement, Lessee shall quit and surrender to Lessor the demised premises, together with all buildings and improvements thereon, broom clean, in good order and condition, ordinary wear and damages by elements excepted. Lessee shall remove all Lessee's personal property not affixed to the premises as directed by Lessor, and failing to so do, it is agreed Lessee shall have abandoned said property and same shall become property of Lessor.

18. Binding Upon Successors. All rights herein shall inure to the benefit of the successors and assigns of Lessor and Lessee.

19. Attorney fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the demised premises, the City shall be entitled to recover from the other party its reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any judgement or decree rendered.

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20. Entire Agreement. This Lease embodies the entire agreement between the parties with respect to Lessor's leasing the premises to Lessee. There are no representations, terms, covenants, conditions or agreements between the parties pertaining to leasing the premises which are not herein contained. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, and inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except ad otherwise herein expressly provided.

21. Venue, Jurisdiction and Choice of Law. Lessor and Lessee agree that this lease shall be governed by Missouri law, and venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or United States District Court, Wester District of Missouri.

22. Common Area. Lessee shall have use of the common area, as defined and outlined in yellow on Exhibit A, for access to the demised premises and the use of the bathrooms in the common area. Lessor is responsible for maintenance of the common area and restrooms.

23. Reciprocal Covenant of Quiet Enjoyment. Lessee understands and agrees that other tenants will occupy space in the Building and make improvements at the premises. Tenant agrees to conduct its operations free from excessive noise or disturbance to the other tenants, and not to enter upon the other tenant's portion of the premises. All tenants shall share the parking area for the premises, and if they are unable to agree on parking arrangements for shared use, the Lessor will make such determinations.

24. Termination. Lessor may terminate this agreement at any time, without cause, on 180 days' written notice to Lessee.

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

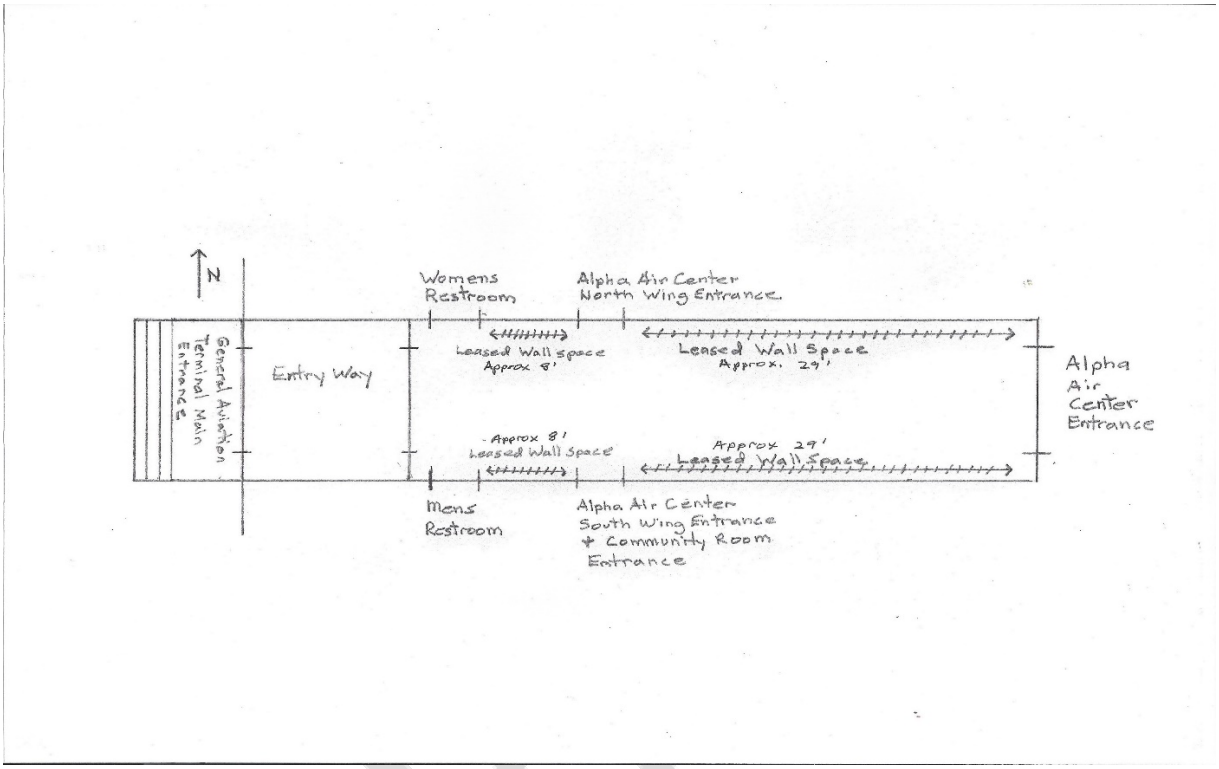
"LESSOR"	"LESSEE"
City of Joplin Missouri:	**Freedom of Flight Museum, Inc.**
By _____	By _____
Dan Pekarek, Interim City Manager	Darryl L. Coit, President
Attest:	**Approved as to Form:**
By _____	By_____
Barbara Gollhofer, City Clerk	Peter Edwards, City Attorney

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION: MAIN ENTRY HALL

1. Legal description or specific description of the demised premises: Main Entry Hall.



2. The right to the exclusive use of wall space, indicated by slash lines, located in the main entry hall to the General Aviation Terminal at the Joplin Regional Airport, Dennis Weaver Dr. Joplin, MO.

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION: RETIRED CONTROL TOWER

1. Legal description or specific description of the demised premises: Retired Control Tower.



2. The right to the exclusive use of the retired control tower located south of the General Aviation Terminal at the Joplin Regional Airport, Dennis Weaver Dr. Joplin, MO.

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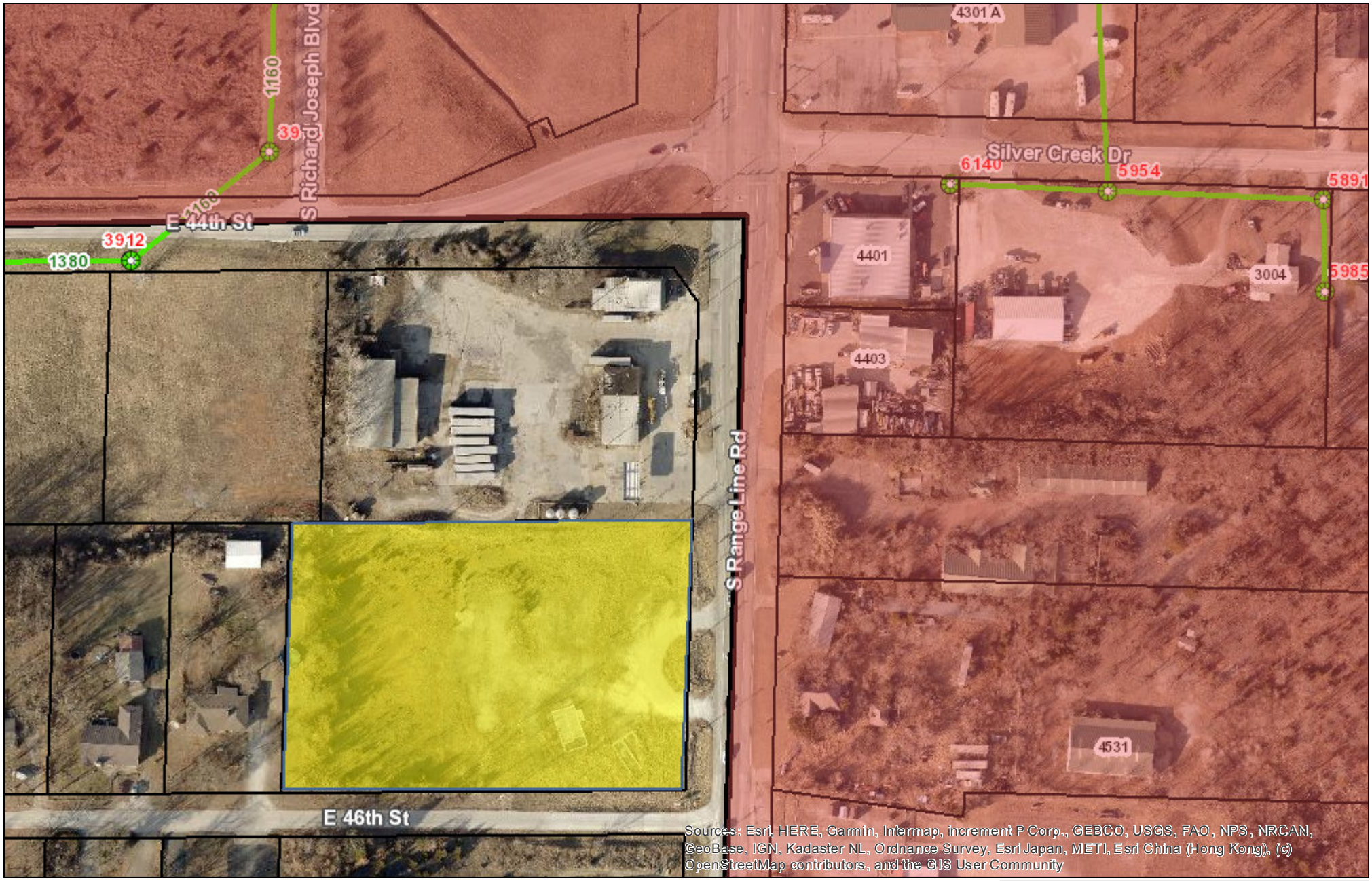


Date: 7/29/2019

1 " = 188 '

0 95 190 380 ft

N

City Limits Color

JOPLIN

LEAWOOD

Manholes

Manholes

JoplinSewer

GRAVITY

PRESSURE

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

BILL NO. _____ ORDINANCE NO.**2019-1**

AN ORDINANCE APPROVING AN AGREEMENT FOR SEWER SERVICE BY AND BETWEEN THE VILLAGE OF LEAWOOD, MISSOURI, BTB INVESTMENT PROPERTIES, LLC, AND THE CITY OF JOPLIN, MISSOURI, TO AUTHORIZE THE VILLAGE OF LEAWOOD TO EXPEND FUNDS FOR THE MAINTENANCE AND REPAIR OF BTB INVESTMENT PROPERTIES, LLC'S SEWAGE COLLECTION SYSTEM AND CONNECTION TO THE JOPLIN PUBLIC SEWER SYSTEM.

BE IT ORDAINED, by the Board of Trustees of the Village of Leawood, Missouri, as follows:

Section 1. That the City of Joplin operates the Joplin Public Sewer System which provides sewage services to residents in accordance with City of Joplin policies and procedures; and

Section 2. That the Village of Leawood desires to contract with the City of Joplin and BTB Investment Properties, LLC in order to provide BTB Investment Properties, LLC with said sewage services pursuant to the City of Joplin's policies and procedures.

Section 3. That an Agreement for Sewer Service by and between the Village of Leawood, Missouri, BTB Investment Properties, LLC, and the City of Joplin to authorize the Village of Leawood to expend funds for the maintenance and repair of BTB Investment Properties, LLC's sewage collection system and connection to the Joplin Public Sewer System; a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 4. That the Chairman of the Board of Trustees of the Village is authorized to sign said Agreement for Sewer Service by and on behalf of the Village of Leawood.

FIRST READING by Denis Desmond on July 18, 2019

SECOND READING by Marcia Long on July 18, 2019

Passed by the Board of Trustees of the Village of Leawood, Missouri, **this 18th day of July, 2019.**

Village of Leawood, Missouri

By: _____
Denis Desmond, Chairman Board of Trustees

ATTEST:

_____
Dale Owen, Village Clerk

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT, made and entered into this 19th day of July, 2019, by and between BTB Investment Properties, LLC, a Missouri Limited Liability Company (hereinafter referred to as "Grantor"), the Village of Leawood, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Leawood"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located inside the present corporate limits of Leawood and outside the present corporate limits of Grantee, said real estate being described as follows:

A PARCEL OF LAND BEING ALL OF LOT 18 OF LEAWOOD HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 2, AT PAGE 131, OF THE NEWTON COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE, BEING WITHIN THE NORTHEAST QUARTER OF THE NORTHEASTER QUARTER OF SECTION 25, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE VILLAGE OF LEAWOOD, NEWTON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 18 OF LEAWOOD HEIGHTS SUBDIVISION, SAID POINT BEING THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO JOSEPH TRUST BY DEED RECORDED IN BOOK 348, PAGE 01411 OF SAID RECORDER'S OFFICE SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD (HIGHWAY 49) AND THE NORTH RIGHT OF WAY LINE OF EAST 4TH STREET; THENCE S89°43'35"W ALONG THE SOUTH LINE OF SAID LOT 18 AND JOSEPH TRUST PARCEL, AND NORTH RIGHT OF WAY LINE OF EAST 46TH STREET, 299.88 FEET; THENCE N01°32'24"E, 155.29 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE N89°43'35"E, 299.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE WEST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD (HIGHWAY 49); THENCE S01°30'51"W ALONG SAID COMMONE LINE, 155.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 46,538 SQUARE FEET, OR 1.06 ACRES, MORE OR LESS PER SURVYE BY COCHRAN, L.S. 380 DATED 3/28/18; and

WHEREAS, Leawood does not have the resources to treat the sewage of and from the Property; and

WHEREAS, Grantor and Leawood desire that Grantee treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to Joplin Public Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System. Grantor shall comply with any and all requirements of Ordinance 93-126, attached hereto and incorporated by reference as Exhibit A.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved its plans and specifications.

b. If Grantor's plans and specifications are approved by Grantee, Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1 herein. Grantor shall provide Grantee with proof of said recording.

c. Grantor shall obtain any and all necessary permits for construction of its sewage collection system and connection to the Joplin Public Sewer System.

d. During any and all construction, an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," shall inspect and supervise said construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Grantor shall also provide Grantee with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain any necessary inspections and permits, and pay all necessary fees associated with connecting its sewage collection system to the Joplin Public Sewer System prior to any such connection.

f. Grantor and Leawood shall comply with the City of Joplin Code of Ordinances at all times.

4. Discharge Requirements. Grantor and Leawood must comply with the discharge requirements of the City of Joplin Code of Ordinances at all times.

5. Maintenance and Repair of the Property's Collection System. Leawood shall, at its expense, maintain and repair the Property's sewage collection system and connection to the Joplin Public Sewer System. Maintenance and repair may be performed by Leawood to the reasonable satisfaction of Grantee, or, at the request of Leawood, by Grantee. However, in no event shall Grantee be obligated to perform maintenance or repair. If performed by Grantee, maintenance and repair shall be upon the following terms:

a. Leawood shall pay Grantee a charge equal to the hourly wage rates multiplied by the hours of work for personal performing the maintenance and repairs, plus 34 percent for supervision and employee fringe benefits. The hourly wage rates are defined as the rates adopted by ordinance by the Joplin City Council for employees of Joplin. In addition, the hourly rate for vehicles and equipment used shall be charged to Leawood, said amount to be separately negotiated upon an annual basis, and such rates shall not exceed those charged for similar equipment in Joplin, and further, the actual cost of materials furnished and services performed by subcontractors of Joplin shall not exceed the amount charged to Joplin for such materials or subcontractor services.

b. Leawood shall designate a primary and secondary representative to coordinate maintenance and repairs.

6. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

7. Payment Schedule. Grantor and Leawood shall pay Grantee for any fees assessed pursuant to paragraphs 5 or 6 herein within 30 days of invoice.

8. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.

9. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

10. Compliance with Applicable Laws. Grantor and Leawood shall comply with all laws, including state statutes and municipal ordinances.

11. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

13. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

14. Indemnification. Grantor and Leawood hereby assume all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or Leawood, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.

15. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.

16. Waiver. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor or Leawood, nor shall the waiver by Grantee of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

17. Termination. Grantee may terminate this agreement upon the failure of Grantor or Leawood to comply with the terms of this agreement or any amendments thereto after sixty (60) days notice by Grantee to Grantor or Leawood.

18. Effective Date. This agreement shall be in full force and effect after passage of appropriate ordinances by Leawood and Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____, 2019.

CITY OF JOPLIN

_____

BY: Daniel Pekarek
Interim City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Village of Leawood
~~CITY~~ OF LEAWOOD

Denis Dermark
BY:
ITS: Chairman, Board of Trustees

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

BTB INVESTMENT PROPERTIES, LLC

_____
BTB Investment Properties, LLC
By: Scott Hubbard
Its: Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

Now on this_____day of_____, 2019 before me, a Notary Public, personally appeared Scott Hubbard, to me personally known, who being by me duly sworn did say that he is the Managing Member of BTB Investment Properties, LLC, a Missouri Limited Liability Company, and that the seal affixed to the forgoing instrument is the seal of said Limited Liability Company and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of its Members and said Scott Hubbard acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public (type or print name)

My Commission Expires:

COUNCIL BILL NO. 93-140 ORDINANCE NO. 93-126

AN ORDINANCE approving an agreement for the provision of wastewater treatment between the City of Joplin, Missouri, and the Village of Leawood, Missouri, a Municipal Corporation, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, and containing an emergency clause.

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

Section 1. That the Agreement for Wastewater Treatment by and between the City of Joplin, Missouri, and the Village of Leawood, Missouri, a Municipal Corporation, a true and accurate copy of the same being attached hereto and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the general health and safety of the citizens of the City of Joplin, Missouri, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16TH day of AUGUST, 1993.

Mayor

ATTEST:

Mary C. Davis
City Clerk

APPROVED AS TO FORM:

City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of August, 1993 by and between the city of Joplin, Missouri, a municipal corporation, hereinafter designated as "Joplin," and the Village of Leawood, Missouri, a municipal corporation, hereinafter designated as "Leawood."

WHEREAS, Joplin and Leawood are contiguous along certain portions of their respective corporate boundaries; and

WHEREAS, Joplin has constructed and operates a waste water collection and treatment system; and

WHEREAS, Joplin desires to construct and operate sanitary sewer lines within Leawood, and has requested the consent of Leawood therefor; and

WHEREAS, Leawood desires to consent to the construction and operation by Joplin of such sewer lines within the corporate boundaries of Leawood, provided that residents of Leawood are afforded the opportunity to utilize such sewer lines when constructed; and

WHEREAS, Joplin has agreed that upon completion of such sewer lines, residents of Leawood will have the opportunity to utilize such sewer lines; and

WHEREAS, Joplin has requested the consent of Leawood to the exercise by Joplin of the power of eminent domain within the corporate boundaries of Leawood for the purpose of obtaining necessary easements for the construction of such sewer lines; and

WHEREAS, Leawood has agreed to consent to the exercise of such power of eminent domain by Joplin, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of each party contained herein, the parties hereto agree as follows:

1. Definitions. The following terms as used in this Agreement shall have the meanings as set forth below:

a. "Sewer Easement" shall mean, collectively, the easement(s) obtained by Joplin within Leawood for construction of the "Sewer Main."

b. "Sewer Main" shall mean, collectively, the sanitary sewer line(s) to be constructed by Joplin within the Sewer Easement.

c. "Sewage Collection System" shall mean a sewage collection system as defined in paragraph 5 of this Agreement.

d. "Abutting Owners" shall mean those owners of property within Leawood (i) whose property is subject to the Sewer Easement, or (ii) who own at least fifty (50) lineal feet of property which abuts the Sewer Easement, and (iii) any future owner of any portion of such property.

e. "Leawood Residents" shall mean, any individual, corporation, association or other entity, public or private, within Leawood.

2. Representations. Each party represents that it has full and complete authority pursuant to all applicable local and state laws and ordinances, including the ordinances of Joplin and Leawood, to enter into and to perform its respective obligations under this Agreement, and each party hereby agrees to indemnify, defend and hold harmless the other party from and against any breach of the foregoing representation and warranty; provided, however, that the consent given herein by Leawood to the exercise by Joplin of the power of eminent domain within the corporate boundaries of Leawood is not a representation or warranty that the exercise of such power is lawful or enforceable, but evidences only the consent by Leawood to the exercise of such power by Joplin.

3. Consent by Leawood. Leawood hereby consents to the use by Joplin of dedicated public utility easements located within

the corporate boundaries of Leawood. Leawood hereby further consents to the acquisition by Joplin of the Sewer Easement and the construction, operation and maintenance of the Sewer Main within the Sewer Easement on the conditions set forth below and elsewhere in this Agreement:

a. Joplin will submit the preliminary plans for each portion of the Sewer Main to Leawood for approval by the Board of Trustees of Leawood (the "Board"). The Board will not unreasonably withhold or delay such approval; provided, however, that if the Board shall determine that the proposed plans will materially and adversely affect the present or future use and development of the property in question, the orderly development of the property within Leawood or the health and welfare of the residents of Leawood, then the withholding of approval by the Board shall be deemed reasonable. The amount of compensation to be offered to any property owner or the cost of design and construction of the Sewer Main shall not be deemed to be reasonable cause to deny approval. If the Board shall fail to notify Joplin of its approval or disapproval of any such plans within 45 days of submission of such plans to Leawood, such plans shall be deemed approved.

b. At such time as Leawood shall notify Joplin that it has approved the proposed plans for any portion of the

Sewer Main, such approval shall be deemed to be consent by Leawood to the acquisition of the Sewer Easement over the property in question.

c. Joplin agrees to extend to each owner of property an offer to purchase the necessary easement rights for the fair market value of such easement rights, based upon a comparison of the value of such property before and after the proposed grant of easement rights, as determined by a certified, independent appraiser.

d. If Joplin shall be unable to obtain any portion of the Sewer Easement by purchase after having made an offer in accordance with paragraph (c) above, and shall notify Leawood of such fact, then, upon such notification, Leawood shall be deemed to have consented to the acquisition of such portion of the Sewer Easement by Joplin's exercise of the power of eminent domain, for that property only. Joplin acknowledges and agrees that Leawood shall not be required to become a party to any action in condemnation, or to expend any sum of money in connection with such action.

e. Joplin acknowledges and agrees that the approval by Leawood as set forth in paragraph (a) above shall be a pre-condition to the exercise by Joplin of the rights granted in paragraphs (b) and (c) above, and the making of

an offer to purchase in accordance with paragraph (c) above shall be a pre-condition to the consent of Leawood in paragraph (d) above.

4. Connection by Abutting Owners. Each Abutting Owner shall have the right to connect to the Sewer Main upon the following conditions:

a. Securing a permit from Joplin by paying a permit fee in the amount that is then in effect for residents of Joplin, plus the sum of $20. Such connection shall be inspected by Joplin.

b. Payment to Joplin of a connection fee in the amount of $1,000 for each separate connection;

c. Such Abutting Owner must be a customer of Missouri-American Water company;

d. All connections must be accomplished in accordance with the Joplin Plumbing Code in force and existence at the time of such connection; and

e. No such connection may in any way be connected to a septic tank.

The right granted herein to Abutting Owners shall run with the land of such Abutting Owners, and shall extend to any future owner of any portion of the land owned by an Abutting Owner.

5. Sewage Collection Systems. Residents or owners of property in Leawood may provide their own Sewage Collection Systems, which may be connected to the Sewer Main on the conditions set forth below and elsewhere in the Agreement:

a. The plans and specifications of each Sewage Collection System shall be designed by a registered engineer and approved by all appropriate agencies of Joplin, the State of Missouri and the United States. Joplin shall be provided a complete set of original design drawings of the Sewage Collection System and a reproducible set of drawings of the Sewage Collection System as constructed.

b. Sewage Collection Systems must be constructed at a point designated by the Joplin Director of Public Works for connection to the Sewer Main. The Sewage Collection System shall comply in all respects with Chapter 35, Sewers, Joplin City Code, as amended. During construction, there shall be inspection and supervision by an engineering firm or a registered engineer, and upon completion of construction, such firm or engineer shall provide a written approval and recommendation of acceptance of the construction of the

Sewage Collection System by the Leawood Residents, with a copy provided to Joplin.

c. All connections of Sewage Collection Systems to the Sewer Main shall be accomplished in accordance with the Joplin Plumbing Code in force and existence at the time such connection is actually made. Before any such connection may be accomplished, there must first be secured from Joplin a permit, and such connection shall be inspected by Joplin, and no permit shall be issued until Joplin has been paid a fee in the amount that is then in effect for residents of Joplin, plus the sum of $20. All such permits shall be obtained from the appropriate office of Joplin, which shall collect the connection and inspection fees which are customary for such connections.

d. All Leawood Residents utilizing a Sewage Collection System must be customers of the Missouri-American Water Company.

e. No connection to the Sewer Main may in any way be connected to any septic tank.

6. Maintenance of Sewage Collection System. Maintenance, repair and cleaning of a Sewage Collection System may be performed either by Leawood Residents, to the reasonable

satisfaction of the director of Public Works of Joplin, or, upon request by Leawood Residents, such work may be performed by Joplin. If performed by Joplin, it shall be upon the following conditions:

a. The Leawood Residents shall pay to Joplin a charge equal to the "hourly wage rates" multiplied by the hours of work for personnel performing the maintenance, repair and cleaning, plus thirty-four percent (34%) for supervision and employee fringe benefits. The "hourly wage rates" are defined as the rates adopted by ordinance by the Joplin City Council for employees of Joplin. In addition, the hourly rate for vehicles and equipment used shall be charged to the Leawood Residents, said amount to be separately negotiated upon an annual basis, and such rates shall not exceed those charged for similar equipment to residents of Joplin, and, further, the actual cost of materials furnished and the services performed by subcontractors of Joplin shall not exceed the amount charged to Joplin for such materials or subcontractor services within Joplin.

b. The Leawood Residents connected to each Sewage Collection System shall designate a primary and a secondary representative to coordinated repairs and maintenance to be made, unless such requirement is waived by Joplin. Notwithstanding any such waiver by Joplin, Joplin agrees

that upon request of the Leawood Residents, Joplin will continue to coordinated repairs and maintenance with such designated representative(s).

c. Joplin hereby grants to any resident of Leawood the right to connect to or utilize a Sewage Collection System. No other persons who are not residents of Leawood may connect to or utilize a Sewage Collection System which is connected to the Sewer Main without the express written permission of Joplin being first obtained.

7. Sewage Collection System Rules. As a condition of the connection of any Sewage Collection System to the Sewer Main, Joplin may require that Leawood adopt and enforce rules and regulations for the operation of a Sewage Collection System, such rules and regulations to be subject to approval by Joplin, the appropriate agencies in the State of Missouri, including the Missouri Clean Water Commission, and the appropriate agencies of the United States, including the United States Environmental Protection Agency. Rules and regulations which are substantially in the form of rules and regulations adopted by Joplin for the operation of similar systems shall be deemed satisfactory by Joplin. The provisions of this paragraph shall not apply to the connection to the Sewer Main by any Abutting Owner.

8. Charges for Services. The parties agree that Joplin shall charge, bill and collect monthly sewage treatment charges from Leawood Residents connected to the Sewer Main, in accordance with Exhibit A attached hereto, and as follows:

a. The cost of maintenance, repair and cleaning of any Sewage Collection Systems, if performed by Joplin, shall be billed to the Leawood Residents utilizing such Sewage Collection Systems.

b. The monthly basic service charge by Joplin to a Leawood Resident or, when applicable, to other persons utilizing a Sewage Collection System within Leawood, shall be adjusted annually by Joplin, to reflect the increase or decrease of the cost to Joplin for which the original rate was computed, based upon the Report of Cost for Transporting and Treating Waste Water for the City of Joplin, Missouri, 1992 through 1993, prepared by Allgeier, Martin & Associates, consulting engineers in Joplin, Missouri. Such charge may also include an additional monthly charge which shall represent each Leawood Resident's "proportionate share" of the following:

(i) Depreciation of existing equipment and facilities, including treatment plants, pumping and collection systems and lift stations;

(ii) New facilities expenses;

(iii) The cost of operation and maintenance, and the cost of wastewater treatment;

(iv) Purchase of replacement equipment as needed or required by Unites States Environmental Protection Agency and/or Missouri Department of Natural Resources Grant Application;

(v) Future expansion and growth of the wastewater treatment system of Joplin; and

(vi) A contingency fund for unforeseen expenses and those expenses actually incurred by Joplin in the operation of Joplin's wastewater treatment system, other than set forth above.

c. The term "proportionate share" as used in paragraph (b) above shall mean a pro rata share per Leawood Resident for the expenses listed in paragraph (b) above, which shall be calculated in the same manner as the proportionate share of such expenses paid by residents of Joplin.

d. The cost for monthly service per family dwelling unit, commercial or industrial use shall be established on each anniversary date of this Agreement. In the event that cost studies performed or obtained by Joplin show an increased cost for treatment of sewage due to the utilization of Joplin's system by Abutting Owners or Sewage Collection Systems, Joplin shall notify Leawood and all Leawood Residents utilizing Joplin's system by mailing a copy of said cost study to Leawood and to each Leawood Resident, and beginning the following month, the rates charged by Joplin shall be increased by an amount equal to the cost increase shown by such cost study plus the additional charges described above. Notwithstanding anything set forth herein, at no time during the term of this Agreement shall the charges to Leawood Residents be less than the charges for such services to similar residents or businesses in Joplin, nor shall such charges exceed similar charges to residents or businesses of Joplin by more than fifteen percent (15%).

e. Joplin shall collect all monthly charges from Leawood Residents in accordance with this paragraph 8 and is authorized to collect the same form Leawood Residents by all regular lawful means; provided, however, that if any such Leawood Resident shall fail to pay part of all of such charges for more than thirty (30) days after such

payment shall become delinquent, such Leawood Resident shall pay to Joplin the amount then delinquent plus the late fee required to be paid by Joplin residents. All payments, including payment for maintenance and cleaning, shall be paid by the fifteenth day of the month following the date of billing.

9. Term. This Agreement shall be and remain in full force and effect until December 31, 1998, and shall be automatically renewed thereafter for successive periods of one (1) year each, unless terminated by either party. Either party may terminate this Agreement upon one (1) year prior written notice, specifying the date of termination. Notwithstanding the foregoing, termination of this Agreement shall not affect or diminish the rights of any Leawood Resident then connected to and utilizing the Sewer Main, whether as an Abutting Owner or through a Sewage Collection System, and such Leawood Residents shall be entitled to continue utilizing the wastewater treatment system of Joplin, in accordance with the terms of this Agreement; and provided, further that any such termination shall not effect the right of an Abutting Owner, or any future owner of any portion of the land of an Abutting Owner, to connect to the Sewer Main upon the conditions herein set forth. Any resident or owner of property in Leawood which, at the time of giving of notice of termination by either party, shall have initiated the process described

herein to obtain connection to the Sewer Main, shall have the right to complete such process and connection.

10. Reciprocal Grant by Joplin. Joplin acknowledges and agrees that because of the position of the corporate boundary between Joplin and Leawood, it may be necessary for Leawood to extend sanitary sewer lines through property within the corporate boundaries of Joplin in order to connect certain residents of Leawood to a Sewage Collection System or to other wastewater treatment facilities within Leawood. In recognition of this situation, and in consideration for the rights granted to Joplin herein, Joplin hereby grants to Leawood the right to obtain easements for the construction, operation and maintenance of sanitary sewer lines within the corporate boundaries of Joplin, by purchase or by exercise of the power of eminent domain, which shall be under the same terms and conditions as set forth in paragraph 3 of this Agreement. The parties agree that in the event that Leawood shall elect to exercise such right, the parties will cooperate, in good faith, in obtaining such easement rights for Leawood.

11. Nature of Agreement, Indemnification and Hold Harmless. This Agreement contemplates that Joplin shall undertake the design, construction, and maintenance of the Joplin sewer main or mains within the Village of Leawood. As such, Joplin shall indemnify, defend and hold harmless Leawood, and the Board of

Trustees of Leawood and the members thereof and Leawood's employees from and against any and all claims, liabilities, damages, costs or expenses, including the cost of defense, incurred by or asserted against such parties for injury or damage to person or property arising out of the construction, operation or maintenance of the sewer main or mains by Joplin or the exercise of any other right granted herein to Joplin. In case any such claim shall be asserted against Leawood, Joplin agrees upon notice thereof from Leawood to defend such claim by counsel employed by Joplin.

12. Effective Date. This Agreement shall be in full force and effect on the date that both Joplin and Leawood shall have passed appropriate and ordinances to adopt the terms of this Agreement, and shall have executed this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the dates indicated.

ATTEST:

Mary C. Davis
City Clerk

Approved as to form:

City Attorney

ATTEST:

Clerk

CITY OF JOPLIN

BY: Leonard Wood
City Manager

Date: 9-2-93

VILLAGE OF LEAWOOD, MISSOURI

BY: Patrick T. Doody
Chairman, Board of Trustees

Date: 8/13/93

WP28/LEAW0001.AGREEMENT

3/11/92

PROPOSED OUT OF TOWN SEWER RATES

Based on the preliminary report on anticipated sewerage system costs prepared by Allgeier, Martin and Associates, and dated February, 1992, we propose the following sewer rates for out of town users:

Rates based on 5,600 gallons per month residential; 13,000 gallons per month small commercial; and 50,000 gallons per month large commercial/ industrial.

1) Residential.

a) Calendar Years 1992 and 1993 Rate
$10.08 + 5.6(0.533) + $1(billing) = $14.10/Mo.

b) Calendar Year 1994 Rate
$10.48 + 5.6(0.55) + $1(billing) = $14.60/Mo.

c) Calendar Year 1995 Rate
$10.90 + 5.6(0.58) + $1(billing) = $15.15/Mo.

2) Small Commercial.

a) Calendar Years 1992 and 1993 Rate
$10.08 + 13(0.533) + $1(billing) = $18.00/Mo.

b) Calendar Year 1994 Rate
$10.48 + 13(0.55) + $1(billing) = $18.75/Mo.

c) Calendar Year 1995 Rate
$10.90 + 13(0.58) + $1(billing) = $19.50/Mo.

3) Large Commercial/Industrial (minimum charge).

a) Calendar Years 1992 and 1993 Rate
$10.08 + 50(0.533) + $1(billing) = $37.75/Mo.

b) Calendar Year 1994 Rate
$10.48 + 50(0.55) + $1(billing) = $39.00/Mo.

c) Calendar Year 1995 Rate
$10.90 + 50(0.58) + $1(billing) = $41.00/Mo.

All over 50,000 gallons per month shall be charged the appropriate rate per 1,000 gallons.

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between BTB Investment Properties, LLC, a Missouri Limited Liability Company (hereinafter referred to as "Grantor"), the Village of Leawood, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Leawood"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located inside the present corporate limits of Leawood and outside the present corporate limits of Grantee, said real estate being described as follows:

A PARCEL OF LAND BEING ALL OF LOT 18 OF LEAWOOD HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 2, AT PAGE 131, OF THE NEWTON COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE, BEING WITHIN THE NORTHEAST QUARTER OF THE NORTHEASTER QUARTER OF SECTION 25, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE VILLAGE OF LEAWOOD, NEWTON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 18 OF LEAWOOD HEIGHTS SUBDIVISION, SAID POINT BEING THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO JOSEPH TRUST BY DEED RECORDED IN BOOK 348, PAGE 01411 OF SAID RECORDER'S OFFICE SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD (HIGHWAY 49) AND THE NORTH RIGHT OF WAY LINE OF EAST 4TH STREET; THENCE S89°43'35"W ALONG THE SOUTH LINE OF SAID LOT 18 AND JOSEPH TRUST PARCEL, AND NORTH RIGHT OF WAY LINE OF EAST 46TH STREET, 299.88 FEET; THENCE N01°32'24"E, 155.29 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE N89°43'35"E, 299.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 18 AND THE WEST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD (HIGHWAY 49); THENCE S01°30'51"W ALONG SAID COMMONE LINE, 155.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 46,538 SQUARE FEET, OR 1.06 ACRES, MORE OR LESS PER SURVYE BY COCHRAN, L.S. 380 DATED 3/28/18; and

WHEREAS, Leawood does not have the resources to treat the sewage of and from the Property; and

WHEREAS, Grantor and Leawood desire that Grantee treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to Joplin Public Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System. Grantor shall comply with any and all requirements of Ordinance 93-126, attached hereto and incorporated by reference as Exhibit A.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved its plans and specifications.

b. If Grantor's plans and specifications are approved by Grantee, Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1 herein. Grantor shall provide Grantee with proof of said recording.

c. Grantor shall obtain any and all necessary permits for construction of its sewage collection system and connection to the Joplin Public Sewer System.

d. During any and all construction, an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," shall inspect and supervise said construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Grantor shall also provide Grantee with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain any necessary inspections and permits, and pay all necessary fees associated with connecting its sewage collection system to the Joplin Public Sewer System prior to any such connection.

f. Grantor and Leawood shall comply with the City of Joplin Code of Ordinances at all times.

4. Discharge Requirements. Grantor and Leawood must comply with the discharge requirements of the City of Joplin Code of Ordinances at all times.

5. Maintenance and Repair of the Property's Collection System. Leawood shall, at its expense, maintain and repair the Property's sewage collection system and connection to the Joplin Public Sewer System. Maintenance and repair may be performed by Leawood to the reasonable satisfaction of Grantee, or, at the request of Leawood, by Grantee. However, in no event shall Grantee be obligated to perform maintenance or repair. If performed by Grantee, maintenance and repair shall be upon the following terms:

a. Leawood shall pay Grantee a charge equal to the hourly wage rates multiplied by the hours of work for personal performing the maintenance and repairs, plus 34 percent for supervision and employee fringe benefits. The hourly wage rates are defined as the rates adopted by ordinance by the Joplin City Council for employees of Joplin. In addition, the hourly rate for vehicles and equipment used shall be charged to Leawood, said amount to be separately negotiated upon an annual basis, and such rates shall not exceed those charged for similar equipment in Joplin, and further, the actual cost of materials furnished and services performed by subcontractors of Joplin shall not exceed the amount charged to Joplin for such materials or subcontractor services.

b. Leawood shall designate a primary and secondary representative to coordinate maintenance and repairs.

6. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

7. Payment Schedule. Grantor and Leawood shall pay Grantee for any fees assessed pursuant to paragraphs 5 or 6 herein within 30 days of invoice.

8. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.

9. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

10. Compliance with Applicable Laws. Grantor and Leawood shall comply with all laws, including state statutes and municipal ordinances.

11. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

13. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

14. Indemnification. Grantor and Leawood hereby assume all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or Leawood, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.

15. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.

16. Waiver. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor or Leawood, nor shall the waiver by Grantee of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

17. Termination. Grantee may terminate this agreement upon the failure of Grantor or Leawood to comply with the terms of this agreement or any amendments thereto after sixty (60) days notice by Grantee to Grantor or Leawood.

18. Effective Date. This agreement shall be in full force and effect after passage of appropriate ordinances by Leawood and Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____ , 2019.

CITY OF JOPLIN

_____
BY: Daniel Pekarek
Interim City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LEAWOOD

_____
BY:
ITS:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

BTB INVESTMENT PROPERTIES, LLC

_____
BTB Investment Properties, LLC
By: Scott Hubbard
Its: Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

Now on this _____ day of _____, 2019 before me, a Notary Public, personally appeared Scott Hubbard, to me personally known, who being by me duly sworn did say that he is the Managing Member of BTB Investment Properties, LLC, a Missouri Limited Liability Company, and that the seal affixed to the forgoing instrument is the seal of said Limited Liability Company and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of its Members and said Scott Hubbard acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public (type or print name)

My Commission Expires:

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill CB 2019-142 - Agreement for Sewer Service

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Public Works

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

SUMMARY
This Council Bill approves an Agreement with BTB Investment Properties for Sewer Service to property located at 4500 South Rangeline Road in the Village of Leawood, MO.

BACKGROUND
BTB Investment Properties (Developer) owns property located within the present corporate limits of the Village of Leawood, MO. The City of Joplin owns and maintains public sewer infrastructure north and west of the referenced property. The Developer desires that the City of Joplin treat the sewage from this property, and the City of Joplin has agreed to accept the sewage in exchange for payment of permit fees, connection fees and fees for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service (attached) which allows the Developer to connect to the City's sanitary sewer collection system. The Agreement stipulates user rates, that the Developer shall build the sewer extension to City of Joplin standards, and that the Village of Leawood shall maintain and repair the collection system from its connection to that of Joplin's to the Developer's property. Because this property lies inside the Village of Leawood, there is no clause requiring annexation into the City of Joplin. The Developer, at its own expense, will extend public sewer from the northwest corner of E. 44th Street and S. Richard Joseph Blvd. (inside Joplin's corporate limits) to the referenced property; see the Location Map. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible.

FUNDING SOURCE
Sewer permits will be paid by the Developer.

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

ATTACHMENTS
CB 2019-142 Ordinance; Agreement for Sewer Service, including Exhibit A (Ordinance 93-126); Leawood Ordinance No. 2019-1; Location Map

COUNCIL BILL NO. 2019-142 **ORDINANCE NO**

AN ORDINANCE approving an agreement with BTB Investment Properties to provide sanitary sewer to property located at 4500 South Rangeline Road, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and BTB Investment Properties to provide residential sanitary sewer to property located at 4500 South Rangeline Road, a true and accurate copy of said agreement being attached hereto and incorporated by reference as Exhibit A; be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with the general health and safety of the citizens of the City of Joplin, Missouri, is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

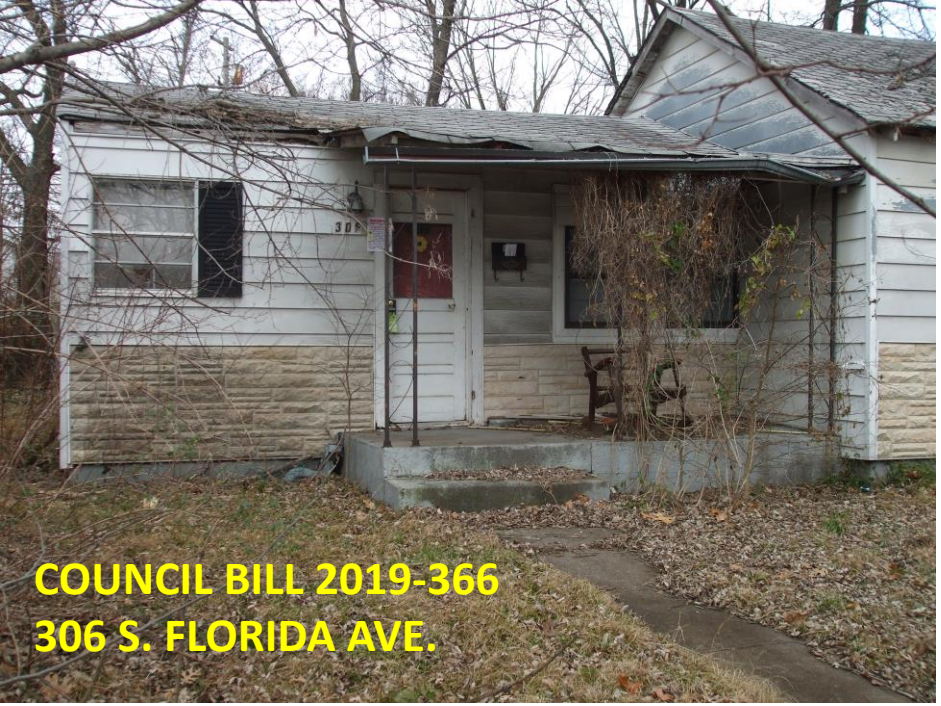
APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

DEMOLITION BID - 306 S. FLORIDA
7/12/2019

COMPANY:		BID:
BLACKFOOT DIRTWORKS	$	2,954.00
CAMCOR ENVIROMENTAL	$	2,950.00
BIG JOHNS	$	3,450.00
B & D YARDBUILDERS	$	4,900.00
GATOR INDUSTRIAL	$	3,939.00


COUNCIL BILL 2019-366
306 S. FLORIDA AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 366, Building Regulations

MEETING DATE
August 5, 2019

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Camcor Environmental to remove the structures, and any remaining debris including foundation and footings located at 306 S. Florida Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 4, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 28, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on July 12, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$ 4,900.00
Camcor	$ 2,950.00
Gator Demolition	$ 3,939.00
Black Foot Dirt Works	$ 2,954.00
Big Johns	$ 3,450.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Camcor Environmental for $ 2,950.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 366, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 366 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Camcor Environmental for the demolition of the structure(s) and clearing of lot area located at 306 S. Florida Ave. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Fifty and 00/100 Dollars ($ 2,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Camcor Environmental in the amount of Two Thousand Nine Hundred Fifty and 00/100 Dollars ($ 2,950.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 306 S. Florida Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 306 S. Florida Ave. and legally described as:

ALL OF LOT NUMBERD NINETEEN (19) IN Y.M.C.A. ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

DEMOLITION BID - 215 N. Oak 7/12/2019

COMPANY:		BID:
BLACKFOOT DIRTWORKS	$	2,954.00
BIG JOHNS	$	3,250.00
CAMCOR ENVIROMENTAL	$	4,375.00
GATOR INDUSTRIAL	$	4,109.00
B & D YARDBUILDERS	$	4,900.00


COUNCIL BILL 2019-367
215 N. OAK







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 367, Building Regulations

MEETING DATE
August 5, 2019

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Blackfoot Dirtworks to remove the structures, and any remaining debris including foundation and footings located at 215 N. Oak Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on November 29, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 28, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on July 12, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$ 4,900.00
Camcor	$ 4,375.00
Gator Demolition	$ 4,109.00
Black Foot Dirt Works	$ 2,954.00
Big Johns	$ 3,250.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Blackfoot Dirtworks for $ 2,954.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 367, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 367 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Blackfoot Dirtworks for the demolition of the structure(s) and clearing of lot area located at 215 N. Oak Ave. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Fifty four and 00/100 Dollars ($ 2,954.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Blackfoot Dirtworks in the amount of Two Thousand Nine Hundred Fifty-four and 00/100 Dollars ($ 2,954.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 215 N. Oak Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 215 N. Oak Ave. and legally described as:

ALL OF LOT NUMBERD TWO HUNDRED FORTY-EIGHT (248) IN PARKVIEW ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-401 Guidehouse LLC Work Authorization #5

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Planning, Development, & Neighborhood Services

ATTACHMENTS
Guidehouse LLC Work Authorization #5

REVIEWED BY
Dept. Head: Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the execution of Work Authorization #5 of the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (formerly known as PricewaterhouseCoopers Public Sector LLP) to provide implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

BACKGROUND
On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. In conjunction with the capital plan, Guidehouse has incurred and will incur additional Activity Delivery and Program Administration Costs related to the continued progression of the individual projects and overall program associated with the CDBG-DR funding.

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include stakeholder meetings, agreement development, procurement, and compliance oversight of CDBG-DR requirements. Estimated activity delivery costs that will be incurred by City staff and Consultant staff were included in the Capital Plan budgets approved by City Council on July 6, 2015. Program Administration Costs are those administrative costs that attribute to the overall reporting, compliance, monitoring, oversight, coordination, closeout, and financial record keeping of the grants as a whole.

This Work Authorization provides $563,976 for Activity Delivery Costs which are part of the direct implementation of projects including the Joplin Bungalows, Trail Construction, 20th Street Improvements, Disaster Resiliency Planning (Smart Cities), and Public Infrastructure Improvements. Additionally, $187,992 in Planning Costs and $102,541 in General Administration Costs are included in Work Authorization #5 associated with the aforementioned Program Administration tasks. Overall, Work Authorization #5 provides for a total of $854,509 effective through February 5, 2020

FUNDING SOURCE

These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION

Approve the execution of Work Authorization #5 of the Master Services Agreement for Professional Administrative and Consulting Services with Guidehouse LLP (formerly known as PricewaterhouseCoopers Public Sector LLP) in an amount not to exceed $854,509 on an emergency basis as provided for in Section 2.12(6) of the Home Rule Charter.

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: GUIDEHOUSE LLP Address: 1800 TYSONS BLVD, 7TH FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Riz Shah, Principal	
Department: Planning Development & Neighborhood Services		Phone: 202-412-5066	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER GH-DR1-2-ADM-5
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated August 5, 2019 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Guidehouse LLP formerly known as PricewaterhouseCoopers Public Sector LLP ("GH") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated April 17, 2017 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of an amendment.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

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

5. **Payment**. Client will compensate GH under the terms in Exhibit A for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 5 exceed the sum of $854,509.00.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty

(30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

All policies except for the professional liability policy shall include 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, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety Nine and no/100 Dollars ($429,799.00) 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. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety Nine and no/100 Dollars ($429,799.00)with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

f. 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

GUIDEHOUSE LLP

By: _____

Printed Name: _____ _____

Title: _____ _____

Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Dan Pekarek
Interim City Manager

Date: _____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

EXHIBIT A - WORK AUTHORIZATION NUMBER GH-DR1-2-ADM-5

1. General:
The Scope of Services identified in this Work Authorization are associated with the Amended Action Plan for the Round 1 Grant and the First through Ninth Partial Action Plans for the Round 2 Grant.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than February 5, 2020 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services and Budget for Proposed Work Authorization Number 5:

Round I	ADC	Admin	Planning
Round I Totals:	$ 299,078	$ 17,090	$ 42,725
Round II	**ADC**	**Admin**	**Planning**
Round II Totals:	$ 264,898	$ 170,902	$ 59,816
Work Authorization 5 Totals:	$ 563,976	$ 187,992	$ 102,541
		Grand Total	$ 854,509

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs. The majority of the tasks proposed under this Work Authorization are anticipated to be ADC specific.

5. Payment/Fee Schedule:

Role	Hourly Rate
Principal	$236.90
Director	$216.30
Manager	$195.70
Senior Associate	$169.95
Associate	$149.35
Analyst	$111.30
Recovery Specialist	$103.00
Support Specialist 3	$77.25
Support Specialist 4	$61.80
Support Specialist 2	$41.30
Support Specialist 1	$30.90

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, GH may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for GH's personnel or on GH's income or property.

   Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
   - Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

AGREED AND ACCEPTED:

DATE: _____

Guidehouse LLP

BY: _____

NAME:
TITLE:

City of Joplin

BY: _____

NAME:
TITLE:

COUNCIL BILL NO. 2019-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #5 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Eight Hundred Fifty-four Thousand, Five Hundred Nine Dollars ($854,509.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 and $113,276,000 in Community Development Block Grant Disaster Recovery Assistance under Public Law 113-2 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the City of Joplin entered into a Master Agreement for Professional Administrative Support Services with Guidehouse LLC formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) on April 20, 2017.

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

Section 1. That the City execute Work Authorization Number 5 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Guidehouse LLP (GH) to provide activity delivery, planning, and administrative activities, not to exceed Eight Hundred Fifty-four Thousand, Five Hundred Nine Dollars ($854,509.00) a true and accurate copy of which is attached hereto and incorporated by reference to Exhibit "A".

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

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

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

_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-616: AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB2019-616 Ordinance; Exhibit A: Annual Support Payment Quotation

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with DocuWare for cloud-based document storage.

BACKGROUND
The licensed base of computers for the City of Joplin is 475 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access license (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. The number of seats/licenses is unchanged from last year.

FUNDING SOURCE
Currently, this item is a budgeted expense in the IT Dept Software Acct #001-2501-500-21.10

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2019-616 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations; and containing an emergency clause.

WHEREAS, in the FY2018-2019 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SHI/Microsoft Corporation for the amount of One Hundred Fifty-Five Thousand, Eight Hundred Ninety-five Dollars, Thirty-four Cents ($155,895.34), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Pricing Proposal
Quotation #: 16928421
Reference #: EA# 5642404
Created On: 4/3/2019
Valid Until: 7/31/2019

City of Joplin

Mark Morris
MO
United States
Phone: 417-624-0820 x247
Fax:
Email: mmorris@joplinmo.org

Inside Account Manager

Corinne Walsh
290 Davidson Avenue
Somerset, NJ 08873
Phone: 1-888-711-2613
Fax: 1-888-394-5322
Email: corinne_walsh@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Microsoft Project - Software assurance - 1 user - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 076-01912 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	1	$106.80	$106.80
2	Microsoft SQL Server Standard Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - additional product - Win - All Languages Microsoft - Part#: 228-04433 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	3	$146.65	$439.95
3	Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages Microsoft - Part#: 269-12442 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	50	$86.99	$4,349.50
4	Microsoft Windows Remote Desktop Services - Software assurance - 1 device CAL - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 6VC-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	50	$16.52	$826.00
5	Microsoft Enterprise CAL Suite - Software assurance - 1 user CAL - Platform - Enterprise - with services - All Languages Microsoft - Part#: 76A-00016 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	50	$102.30	$5,115.00

6	Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores - academic - Select, Select Plus - Win - All Languages Microsoft - Part#: 7NQ-00292 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	2	$586.24	$1,172.48
7	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Enterprise - All Languages Microsoft - Part#: 9EA-00278 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	16	$125.87	$2,013.92
8	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - volume - All Languages Microsoft - Part#: 9EM-00270 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	144	$17.98	$2,589.12
9	Microsoft System Center Standard Edition - Software assurance - 2 cores - volume - Win - All Languages Microsoft - Part#: 9EN-00198 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	8	$17.98	$143.84
10	Microsoft System Center Datacenter Edition - Software assurance - 2 cores - Enterprise - Win - All Languages Microsoft - Part#: 9EP-00208 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	8	$49.09	$392.72
11	Microsoft Visio Standard - Software assurance - 1 user - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: D86-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	90	$47.26	$4,253.40
12	Microsoft Project Server - Software assurance - 1 user CAL - Enterprise, Select, Select Plus - additional product - Win - All Languages Microsoft - Part#: H21-00591 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	5	$35.84	$179.20
13	Windows Enterprise - Software assurance - 1 license - Enterprise - All Languages Microsoft - Part#: KV3-00353 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	475	$38.39	$18,235.25

14	Microsoft Windows Azure - Subscription license (1 month) - 1 license - EA Subscription, EES - All Languages Microsoft - Part#: 6QK-00001 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	1	$1,215.00	$1,215.00
15	Microsoft Enterprise CAL - Subscription license (1 month) - 1 user - GOV - EA Subscription - with services - Win - All Languages Microsoft - Part#: 6RV-00002 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	50	$0.00	$0.00
16	Microsoft Office 365 (Plan E3) - Subscription license - 1 user - hosted - EA Subscription - add-on to user ECAL with Office Pro Plus - All Languages Microsoft - Part#: AAA-10730 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	50	$23.81	$1,190.50
17	Microsoft Office 365 (Plan E3) - Subscription license - 1 user - hosted - EA Subscription - All Languages Microsoft - Part#: AAA-10842 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	488	$200.35	$97,770.80
18	Microsoft Enterprise CAL Bridge for Office 365 - Subscription license (1 month) - 1 user CAL - Platform - EA Subscription - All Languages Microsoft - Part#: AAA-12428 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	138	$35.72	$4,929.36
19	Microsoft Enterprise CAL Bridge for Office 365 - Subscription license - 1 user - Platform - EA Subscription - from SA - All Languages Microsoft - Part#: AAA-12436 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2019 – 7/31/2020 **Note:** Scheduled Bill Date: 8/1/2019	350	$31.35	$10,972.50
			Total	$155,895.34

Additional Comments

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level.Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-005 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 5, 2019

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Barbara J. Gollhofer, City Clerk; Dan Pekarek, Interim City Manager.

SUMMARY:
This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

BACKGROUND:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2019.

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

ATTACHMENTS:
Council Bill 2019-005

PCE:ab

COUNCIL BILL NO. 2019-005 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2018), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2018), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2018); and

WHEREAS, on the 4th day of September, 2018, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2019.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply

with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-143
Agreement for Sewer Service

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Public Works

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

SUMMARY
This Council Bill approves an Agreement with Gary B. Young and Kimberly D. Young, for Residential Sewer Service to property located at 3931 Apricot Drive.

BACKGROUND
Gary B. Young and Kimberly D. Young own property located outside the present corporate limits of the City of Joplin and desire Joplin to treat the sewage from the property, which is their place of residence. The property is 0.9 miles from the nearest property under City jurisdiction. They have been on a septic system, but now that it has failed, they urgently desire to connect onto the City's nearby gravity sewer line. The sewer main that flows past their property line was installed around 2003 to serve 24 lots along Briaroaks Lane, which lie south and east of the Young's property. The City of Joplin has agreed to accept the sewage in exchange for payment of permit fees, connection fees and fees for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service (attached) which allows the property owner to connect to the City's sewer collection system. The Agreement stipulates user rates, that development of the property shall be to City code, that the Agreement is binding on future owners, as well as, that the City of Joplin can annex the property once it is contiguous with City limits, per State Statute requirements, and when the City desires to exercise said privilege. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible.

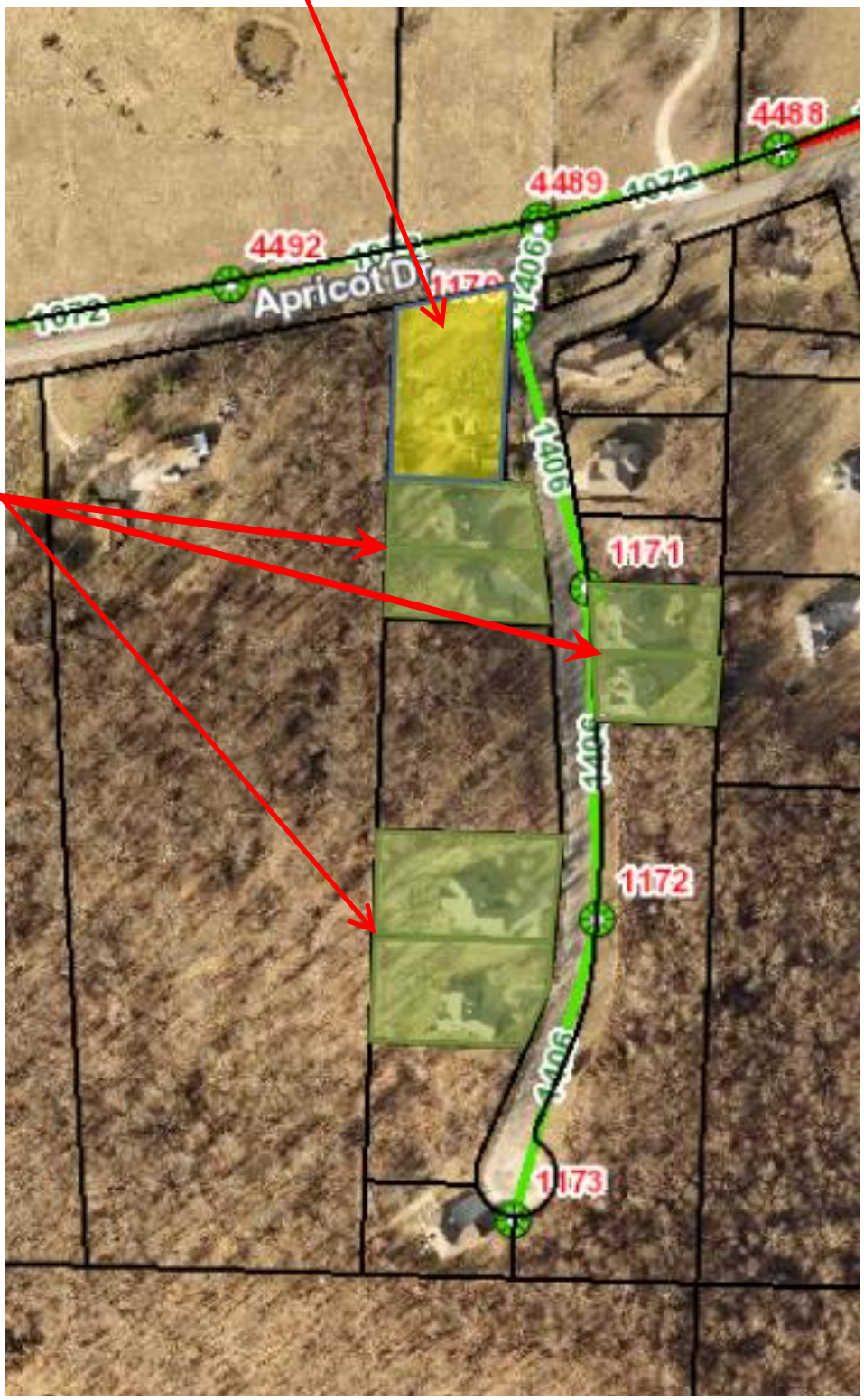
FUNDING SOURCE
Sewer permits will be paid by the property owner.

RECOMMENDATION
Staff recommends approval of this agreement with Gary B. Young and Kimberly D. Young to provide residential sanitary sewer service.

ATTACHMENTS
CB 2019-143 Ordinance; Agreement for Sewer Service; Location Map

YOUNG PROPERTY AT
3931 APRICOT DRIVE

6 PROPERTIES CURRENTLY BEING BILLED FOR SANITARY SSEWER SERVICE ALONG BRIAROAKS LANE



AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between Gary B. Young and Kimberly D. Young, husband and wife (hereinafter referred to as "Grantor"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantor's mailing address is 3931 Apricot Drive, Joplin, MO 64804.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 27, RANGE 33, NEWTON COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 57 MINUTES WEST 412.50 FEET, THENCE SOUTH 1478.95 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 166, THENCE SOUTH 205.0 FEET, THENCE EAST 140.0 FEET, THENCE NORTH 238.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 166, THENCE SOUTH 76 DEGREES 43 MINUTES 01 SECONDS WEST ALONG SAID HIGHWAY RIGHT-OF-WAY 143.84 FEET TO THE POINT OF BEGINNING, ALL BEING A PART OF LOT NUMBERED FOUR (4) IN ZENTNER'S SUB-DIVISION BEING A PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 27, RANGE 33, NEWTON COUNTY, MISSOURI, AND BEING SUBJECT TO ALL ROAD RIGHT-OF-WAYS AND EASEMENTS OF RECORD, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

WHEREAS, Grantor desires that Grantee treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to Joplin Public Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

f. Upon connection of Grantor's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantor's sewage collection system shall belong to City without compensation to Grantor. However, Grantor shall retain all right, title, and interest in any sewer lateral lines of Grantor's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantor shall be responsible for maintenance and repair of any sewer lateral lines on and from the Property to any Grantee public sewer main line.

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

5. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

6. Payment Schedule. Grantor shall pay Grantee for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantee may annex the Property into the City of Joplin without further action of Grantor, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantor irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantor shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantor to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantor agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Permanent Sewer Easement. Intentionally omitted.

10. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.

11. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

12. Compliance with Law. Grantor shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

13. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

14. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

15. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

16. Indemnification. Grantor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims,

demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.

17. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.

18. Waiver. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor, nor shall the waiver by Grantee of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

19. Termination. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

20. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____ , 2019.

CITY OF JOPLIN

_____

BY: Daniel Pekarek
Interim City Manager

ATTEST:

_____

Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul
Assistant City Attorney

_____
Gary B. Young

_____
Kimberly D. Young

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

Now on this _____ day of _____, 2019 before me, a Notary Public, personally appeared Gary B. Young and Kimberly D. Young in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same and their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public (type or print name)

My Commission Expires:

COUNCIL BILL NO. 2019-143 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Gary B. Young and Kimberly D. Young to provide residential sanitary sewer to property located at 3931 Apricot Drive and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and Gary B. Young and Kimberly D. Young to provide residential sanitary sewer to property located at 3931 Apricot Drive, a true and accurate copy of said agreement being attached hereto as Exhibit A; be and the same is hereby approved.

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

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2019-271

Case 027-19: Final Plat Review – A request to review the Final Plat of Sonic Addition Plat 2 located 1030 E. 7th Street – D.L. Rogers Corporation.

Steve Lewis, Olsson Associate, 702 S. Main St., Joplin, MO. He is representing the D.L. Rogers Corporation and requesting approval of the Final Plat. This is essentially a consolidation plat.

Mr. McCullough stated there are parking spaces, but none are designated as handicap spaces and is it because no one goes inside?

Mr. Lewis stated that he did not know what the actual requirements are for the parking at this type of facility.

Mr. Bolander stated that they will check with the Building department and if needed we will change the parking.

Mr. Ramsour asked if the Commissioners had any questions? They did not.

MRS. STEELE MOVED, SECONDED BY MR. EASTMAN, TO APPROVE CASE 027-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 8, 2019
City Council Meeting: August 5, 2019

STAFF PLANNING REPORT
Preliminary Plat

CASE 027-19 Final Plat review

NAME OF SUBDIVISION Sonic Addition Plat 2

LOCATION: 1030 E 7th Street

APPLICANT: D.L. Rogers Corporation

PRESENT ZONING: C-2 PD, Central Business District, Planned Development

PRESENT LAND USE: Sonic Drive-In

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-2, Planned Development	C-2, Planned Development	C-2, Planned Development
Land Use	Commercial	Commercial	Commercial	Commercial

SUBDIVISION:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
East 7th Street	Arterial	80'

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

No.

UTILITIES: Existing

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The preliminary plat approval is for the Sonic Addition Plat 2. This subdivision will be one lot, zoned Central Business District (C-2) Planned Development. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

D.L. Rogers Corporation is seeking a one lot subdivision for the Sonic Drive-In located at 1030 E 7th Street. Two access easements, on the east and west of the lot, allow for access to the lot from E 7th Street.

Staff recommends approval of Case 027-19.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

RECEIVED 5-30-19

FINAL PLAT CHECKLIST

Subdivision No.: 027-19
Date Filed: _____
Date of Meeting: 7/8/19
Fee: _____

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

I. Name of Subdivision: Sonic Addition Plat 2

II. Name of Owner: D. L. Rogers

III. Name of Subdivider: Olsson

IV. Name of Person who prepared the Plat: Steve Lewis

V. Date of Hearing: July 8, 2019

VI. Location of Property by Streets: 1030 E. 7th Joplin, MO

VII. Present Zoning of Property C-2-PD

VIII. Present Uses of Property Sonic Drive-In

IX. No. of Acres in Total Tract 0.2 No. of Lots 1

Instructions:

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☐

B. Dedications or reservations. ☐ ☐

C. Surveyor preparing plat. ☐ ☐

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

XIII. Deed Restrictions:

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

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

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

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

XV. Are additional comments attached? ☐ ☐

FINAL PLAT

SONIC ADDITION PLAT #2

PART OF THE NORTHEAST QUARTER
SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST
CITY OF JOPLIN, JASPER COUNTY, MISSOURI



N

1" = 20'

0' 10' 20' 40'

SCALE IN FEET

SEC. 11, T-27-N, R-33-W

LOCATION MAP

SCALE: 1"=2000'

BASIS OF BEARINGS
GRID NORTH BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE

PREPARED FOR

D.L. ROGERS CORP.
1225 S. MAIN ST
SUITE 300
GRAPEVINE, TX 76051

PREPARED BY

OLSSON, INC.
702 SOUTH MAIN
JOPLIN, MO 64802

NOTE

Existing buildings and canopies are shown on the plat.
Curbs, parking stripes, etc. are not shown for clarity.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, Steven G. Lewis, do hereby certify to D.L. Rogers Corp., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Inc., May 9, 2019, and signed by Steven G. Lewis , LS 2514, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Steven G. Lewis, LS 2514, in accordance with the current "Missouri Standards For Property Boundary Surveys".

Steven G. Lewis, MO LS 2514
Olsson MO LC 366
slewis@olsson.com

5-30-2019
Date

olsson
Olsson - Civil Engineering
Missouri Certificate of Authority #366
702 S. Main Street
Joplin, MO 64801
TEL 417.781.0643
www.olsson.com

STATE OF MISSOURI
STEVEN G. LEWIS
NUMBER LS-2514
REGISTERED LAND SURVEYOR

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

DL ROGERS CORP.
SONIC ADDITION PLAT #2

NW 1/4, NE 1/4 SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST
JASPER COUNTY, MISSOURI

2019

JOPLIN, MISSOURI

drawn by: CAD
checked by:
approved by:
QA/QC by:
project no.: 019-0987
drawing no.: V_PPLAT_0190987
date: 05-29-19

SHEET
1 of 2

DWG: F:\2019\0501-1000\019-0987\40-Design\Survey\SRVY\Sheets\V_PPLAT_0190987.dwg USER: dhenderson
DATE: May 30, 2019 2:52pm XREFS: V_XBNDY_0190987 V_XTOPO_0190987 V_XBNDY_80880

PROPERTY DESCRIPTION

All of a tract of land lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri;
Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 312.61 feet to the point of beginning;
Thence continuing N89°15'47"W, 152.24 feet;
Thence S03°59'54"W, 70.36 feet;
Thence S02°12'23"W, 140.50 feet;
Thence S00°30'40"W, 74.36 feet, to a point in the center of an east-west sidewalk;
Thence S87°58'10"E along the center line of said sidewalk, 158.43 feet;
Thence N02°12'23"E, 244.31 feet to a point on an existing curb;
Thence N05°49'32"W along said existing curb, 44.70 feet to the point of beginning.

Containing 1.0 acre more or less.

Except any part taken or deeded for road right-of-way on the north side thereof.
Subject to any existing restrictions or easements of record.

Access Easement #1
An Access easement lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri;
Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 262.69 feet to the point of beginning;
Thence continuing N89°15'47"W, 49.92 feet;
Thence S05°49'32"E, 44.70 feet;
Thence S02°12'23"W, 244.31 feet;
Thence S87°58'10"E, 70.55 feet;
Thence N02°14'55"E, 95.79 feet,
Thence N38°37'25"W, 32.88 feet,
Thence N00°02'08"E, 121.51 feet to the point of beginning.

Containing 0.4 acres more or less.

Subject to any existing restrictions or easements of record.

Access Easement #2
An Access easement lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri;
Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 464.85 feet to the point of beginning;
Thence continuing N89°15'47"W, 49.12 feet;
Thence S08°55'20"E, 100.34 feet;
Thence S01°54'30"W, 185.52 feet;
Thence S87°58'10"E, 28.78 feet;
Thence N00°30'40"E, 74.36 feet;
Thence N02°12'23"E, 140.50 feet;
Thence N03°59'54"E, 70.36 feet to the point of beginning.

Containing 0.2 acres more or less.

Subject to any existing restrictions or easements of record.

Sign Easement
A sign easement lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri;
Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 344.31 feet to the point of beginning;
Thence continuing N89°15'47"W, 30.00 feet;
Thence S02°30'16"W, 17.00 feet;
Thence S89°15'47"E, 30.00 feet;
Thence N02°30'16"E, 17.00 feet to the point of beginning.

Containing 510 square feet more or less.

Subject to any existing restrictions or easements of record.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, Steven G. Lewis, do hereby certify to D.L. Rogers Corp., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., May 9, 2019, and signed by Steven G. Lewis, LS 2514, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Steven G. Lewis, LS 2514, in accordance with the current "Missouri Standards For Property Boundary Surveys".

Steven G. Lewis, MO LS 2514
Olsson MO LC 366
slewis@olsson.com

5-30-2019
Date

DEDICATION

Know all men by these presents that D.L. Rogers Corp.., a Texas Corp., Owner of Sonic Addition Plat #2 to the City of Joplin, Jasper County, Missouri, does hereby publish, declare, and acknowledge, the annexed plat thereof with the lot and easements as shown thereon and do hereby dedicate to the public forever, and do hereby certify that the taxes for 20_____, and all previous years are paid. In witness whereof I have set my hand and seal this _____ day of _____ 2019.

Shawn Rogers Cather, President

STATE OF TEXAS
COUNTY OF TARRANT SS

On _____ day of _____, 2019, before me a Notary Public in aforesaid personally appeared Shawn Rogers Cather, to me known to be the person described in and who executed the foregoing instrument acknowledged that she executed the same as her own act and deed. In witness whereof I have hereunto set my hand and affixed my official seal in and in said County and State the day and year first written.

My commission expires _____ Notary Public _____

CITY CLERK'S CERTIFICATE

We, _____, Chairman of Joplin, Missouri, and _____, City Clerk of Joplin, Missouri, do hereby certify that the plat of Sonic Addition Plat #2 was presented to, accepted, and approved by the Trustee's of said Joplin, and approved by Special Ordinance Number _____ on the _____ day of _____, 2019 A.D.

Chairman _____ City Clerk _____

PLANNING AND ZONING BOARD'S CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2019 A.D. by The Planning and Zoning Board of Joplin, Missouri.

Chairman _____ City Engineer _____

NOTE

Approval of this plat does not obligate The City for any construction or maintenance cost for the streets or any expense connected with the development of the Addition.

STATE OF MISSOURI
COUNTY OF JASPER

I, Charlotte Pickering, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, on the ____ day of _____, 2019 at ____ O'clock and ____ Minutes ____M., duly filed for record in this office, and is recorded in the records of this office in Plat Book _____, at Page _____.

In witness whereof I have hereunto set my hand and affixed my seal at Carthage, Missouri, on the day and year aforesaid.

_____ Recorder

By _____ Deputy

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	Y		Book 2490, Page 30
b) Filed Maps			
c) Title Search/Binder			
d) Other	Y		MoDot Highway Plans

2. Certified To: D.L. Rogers Corp.
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on May 9th, 2019, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.

3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.

olsson
Olsson - Civil Engineering
Missouri Certificate of Authority #366
702 S. Main Street
Joplin, MO 64801
TEL 417.781.0643
www.olsson.com

STATE OF MISSOURI
STEVEN G. LEWIS
Number 2514
REGISTERED LAND SURVEYOR

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

DL ROGERS CORP.
SONIC ADDITION PLAT #2

NE 1/4 SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST
JASPER COUNTY
OURI

2019

RVY\Sheets\V_PPLAT_0190987.dwg USER: dhenderson
0987 V_XTOPO_0190987 V_XBNDY_80880

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-271 – Final Plat Review, Sonic Addition Plat #2 Subdivision.

MEETING DATE:
August 5, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 027-19: Final Plat Review – A request to review the Final Plat of Sonic Addition Plat #2 located 1030 E. 7th Street – D.L. Rogers Corporation.

BACKGROUND:
The preliminary plat approval is for the Sonic Addition Plat 2. This subdivision will be one lot, zoned Central Business District (C-2) Planned Development. The Final Plat does require City Council approval. D.L. Rogers Corporation is seeking a one lot subdivision for the Sonic Drive-In. Two access easements, on the east and west of the lot, allow for access to the lot from E 7th Street.

PLANNING & ZONING COMMISSION TESTIMONY:
Steve Lewis, Olsson Associate, 702 S. Main St., Joplin, MO. He is representing the D.L. Rogers Corporation and requesting approval of the Final Plat. This is essentially a consolidation plat.

Mr. McCullough stated there are parking spaces, but none are designated as handicap spaces and is it because no one goes inside?

Mr. Lewis stated that he did not know what the actual requirements are for the parking at this type of facility.

Mr. Bolander stated that they will check with the Building department and if needed we will change the parking.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 027-19.

ATTACHMENTS:
CB 2019-271, Planning Report, Commission Minutes

P & Z Case 027-19
D.L. Rogers Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-271 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of Sonic Addition #2 Subdivision located at 1030 E. 7th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at 1030 E. 7th Street in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

All of a tract of land lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 312.61 feet to the point of beginning; Thence continuing N89°15'47"W, 152.24 feet; Thence S03°59'54"W, 70.36 feet; Thence S02°12'23"W, 140.50 feet; Thence S00°30'40"W, 74.36 feet, to a point in the center of an east-west sidewalk; Thence S87°58'10"E along the center line of said sidewalk, 158.43 feet; Thence N02°12'23"E, 244.31 feet to a point on an existing curb; Thence N05°49'32"W along said existing curb, 44.70 feet to the point of beginning. Containing 1.0 acre more or less. Except any part taken or deeded for road right-of-way on the north side thereof.
Subject to any existing restrictions or easements of record. Access Easement #1: An Access easement lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue; Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 262.69 feet to the point of beginning; Thence continuing N89°15'47"W, 49.92 feet; Thence S05°49'32"E, 44.70 feet; Thence S02°12'23"W, 244.31 feet; Thence S87°58'10"E, 70.55 feet; Thence N02°14'55"E, 95.79 feet, Thence N38°37'25"W, 32.88 feet, Thence N00°02'08"E, 121.51 feet to the point of beginning. Containing 0.4 acres more or less. Subject to any existing restrictions or easements of record. Access Easement #2 :
An Access easement lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 464.85 feet to the point of beginning; Thence continuing N89°15'47"W, 49.12 feet; Thence S08°55'20"E, 100.34 feet; Thence S01°54'30"W, 185.52 feet; Thence S87°58'10"E, 28.78 feet; Thence N00°30'40"E, 74.36 feet; Thence N02°12'23"E, 140.50 feet; Thence N03°59'54"E, 70.36 feet to the point of beginning.

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

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney