COUNCIL AGENDA
Tuesday, September 3, 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**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. 1. Sara Fisher Would Like To Address The City Council Regarding Maintenance Practices At Joplin Parks

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-272
      AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr., Joplin, MO., Newton County, Missouri.

      Documents:

      CB 2019-272 MINUTES.PDF
      CB 2019-272 STAFF REPORT.PDF
      CB 2019-272 SUMMARY.PDF
      CB 2019-272.PDF

   3. COUNCIL BILL NO. 2019-273
      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-O property as described below and located 2307 Connecticut Ave, City of Joplin, Jasper
      County, Missouri.

      Documents:

      CB 2019-273 MINUTES.PDF
      CB 2019-273 STAFF REPORT.PDF
      CB 2019-273 SUMMARY.PDF
      CB 2019-273.PDF

4. COUNCIL BILL NO. 2019-274
AN ORDINANCE providing to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property.

Documents:

CB 2019-274 MINUTES.PDF
CB 2019-274 STAFF REPORT.PDF
CB 2019-274 SUMMARY.PDF
CB 2019-274.PDF

8. Consent Agenda

1. August 19, 2019 Informal City Council Meeting Notes

Documents:

INF NOTES AUG. 19, 2019.PDF

2. Minutes Of The August 19, 2019 City Council Meeting

Documents:

CC MINS -AUG 19, 2019.PDF

3. Minutes Of The August 26, 2019 Special City Council Meeting

Documents:

SP MTG AUG 26-TAX LEVY.PDF

4. Council Bill No. 2019-617

Documents:

CB2019-617.PDF

9. Resolutions

1. RESOLUTION NO. 2019-008
A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2020 Historic Preservation Fund Grant for the National Historic Register Nomination of Memorial Hall.

Documents:

RS 2019-008 SUMMARY.PDF
RS 2019-008.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2019-145

AN ORDINANCE approving a construction agreement with McClanahan Construction Company in the not to exceed amount of One Million, Five Hundred Thirty-eight Thousand, Six Hundred and No/100 Dollars ($1,538,600.00) for the Turkey Creek WWTF Tertiary Filter Replacement

Project ; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

COUNCIL BILL 2019-145 SUMMARY SHEET - TURKEY CREEK WWTF TERTIARY FILTER REPLACEMENT.PDF
00500 AGREEMENT 2019.PDF
BID TAB FORM - TURKEY CREEK WWTF TERTIARY FILTER REPLACEMENT.PDF
COUNCIL BILL 2019-145 - CONSTRUCTION AGREEMENT TURKEY CREEK WWTF TERTIARY FILTER REPLACEMENT.PDF

2. COUNCIL BILL NO. 2019-146

AN ORDINANCE approving Change Order #2 for the 7th and Illinois Area Stormwater Improvements project, in the amount of One Hundred Five Thousand Four Hundred Twenty-Five and 00/100 Dollars ($105,425.00) funded through the Parks and Storm Water Sales Tax; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-146 7TH AND ILLINOIS SUMMARY SHEET.PDF
LOCATION MAP.JPG
EXHIBIT A.JPG
CO 2 7TH AND ILLINOIS.PDF
CB 2019-146 ORDINANCE 7TH AND ILLINOIS CHANGE ORDER 2.PDF

3. COUNCIL BILL NO. 2019-368
AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 812 S. Connor Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred Ninty nine and 00/100 Dollars ($ 3,699.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-368 BID.PDF
CB 2019-368 PICTURES.PDF
CB 2019-368 SUMMARY.PDF
CB 2019-368.PDF

4. COUNCIL BILL NO. 2019-618 COJ-AAA License Agreement

AN ORDINANCE approving the License Agreement by and between the City of Joplin, Missouri, and Area Agency on Aging Region X, for the license of the land and improvements located at 2616 S. Picher Avenue; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-618 SUMMARY COJ-AAA LICENSE AGREEMENT RE JOPLIN SENIOR CENTER.PDF
EXHIBIT B SENIOR CENTER RENTAL AGREEMENT FORM.PDF
COUNCIL BILL NO. 2019-618 COJ-AAA LICENSE AGREEMENT.PDF
COJ - AAA LICENSE AGREEMENT RE JOPLIN SENIOR CENTER.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-402
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Area Habitat for Humanity that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

   Documents:

   CB 2019-402 AGREEMENT.PDF
   CB 2019-402 SUMMARY.PDF
   CB 2019-402.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Sales Tax - Proposition B Committee Members
2. News From Public Information Officer Lynn Onstot

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

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

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

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

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5-minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 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.

CB 2019-272

Case 028-19: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr. – Richard Benson, President of RBC Enterprises

Mrs. Bruckner-Sears has abstained herself from Case 028-19.

Troy Bolander, 602 S. Main Street, Joplin, MO. Mr. Bolander represents the applicant, part of the reason for the annexation is the City of Joplin has an agreement with Wildwood Subdivision that all property in the subdivision will be annexed into the city. The agreement was sign with Mr. Pinjuv when he first purchased that property. That property was purchased by Mr. Rick Benson, on which he has built apartments. They have city utilities and sewer. It is about 1.7 acres and the apartments were built to the city specifications and the building code.

Mr. Ramsour asked if there any questions from the Commissioners?

Ms. Kolkebeck wanted to know what changes the annexation would make if they already have utilities?

Mr. Bolander mentioned that there is savings by being in the City of Joplin. Many times, the Fire District tax is far more than the city tax.

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

MRS. KOLKEBECK MOVED, SECONDED BY MR. EASTMAN, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 028-19. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT, 1 ABSTAINED).

Z&P Meeting: August 12, 2019
City Council Meeting: September 3, 2019

STAFF PLANNING REPORT
Voluntary Annexation

CASE 028-19 A request to voluntarily annex property into the City of Joplin

LOCATION 5703, 5707, and 5711 S. John Duffy Dr., approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr.

APPLICANT Richard Benson, President of RBC Enterprises

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Multi-family Apartments	Approximately 1.7 acres

DISCUSSION

Richard Benson, President of RBC Enterprises, is requesting to voluntarily annex a single tract of approximately 1.7 acres of land containing three apartment buildings, known as Willow Vista Apartment Complex.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. This tract is already near city sewer and not within an 100-year floodplain. It is consistent with our future land use map, which indicates this area as a residential and commercial opportunity area.

Staff recommends approval of Case 028-19.

ENCLOSURES

- Map of area to be annexed
- Photo of current site
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Richard Benson president RBC Enterprises Limited Inc.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 25th day of June 2019, before me appeared Richard Benson, to me known to be the President of RBC Enterprises Limited Inc., and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said he acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 6-29-2020.

Lindsay Dunn

Notary Public

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

Case 028-19: 3200 Block of S. John Duffy Road



Case 028-19: 3200 Block of S. John Duffy Road - A request to annex into the corporate limits of the City of Joplin - Richard Benson, President of RBC Enterprises

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-272-Voluntary Annexation

MEETING DATE:
September 3, 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 028-19: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr. – Richard Benson, President of RBC Enterprises

BACKGROUND:
Richard Benson, President of RBC Enterprises, is requesting to voluntarily annex a single tract of approximately 1.7 acres of land containing three apartment buildings, known as Willow Vista Apartment Complex.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. This tract is already near city sewer and not within an 100-year floodplain.

PLANNING & ZONING COMMISSION TESTIMONY:

Troy Bolander, 602 S. Main Street, Joplin, MO. Mr. Bolander represents the applicant, part of the reason for the annexation is the City of Joplin has an agreement with Wildwood Subdivision that all property in the subdivision will be annexed into the city. The agreement was sign with Mr. Pinjuv when he first purchased that property. That property was purchased by Mr. Rick Benson, on which he has built apartments.

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 028-19.

ATTACHMENTS
CB 2019- 272, Staff Planning Report, P&Z Commission Minutes

P & Z Case 028-19
Richard Benson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-272 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr., Joplin, MO., Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001 as amended, a verified Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All that part of the North Half (N1/2) of Section 24, Township 27, Range 34, Newton County, Missouri, described as follows: Commencing at the Northeast corner of said Section 24; thence N88°40'30"W along the North line of said Section 24 a distance of 1229.45 feet; thence S00°00'00"E a distance of 329.07 feet to the point on the Western Right-of-Way of John Duffy Drive and the Point of Beginning; thence S31°43'41"E along said Right-of-Way line a distance of 52.21 feet to a curve to the Right having a radius of 260.00 feet; thence along said curve a distance of 184.85 feet to the Northeast Corner of Lot 1 in Quail Park Estates; thence leaving said Right-of-Way N73°00'49" a distance of 198.81 feet to the Northwest Corner of Lot 2 of Quail Park Estates; thence N84°29'46"W a distance of 177.92 feet to the Northeast Corner of Lot 5 of Quail Park Estates; thence N88°50'39"W a distance of 80.01 feet to the Northwest Corner of Lot 5 of Quail Park Estates; thence N0°00'00"W a distance of 145.09 feet; thence N90°00'00"E a distance of 384.121 feet to the Point of Beginning.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 6th day of October 2019.

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

CB 2019-273

Case 029-19: 2307 Connecticut Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for the purpose of future commercial development – Charles J. Brewer & Connie J. Brewer

Troy Bolander, 602 S. Main Street, Joplin, MO. Mr. Bolander mentioned that we advertised this case, but since then the applicant has decided not to proceed with it. Staff recommends that this case be stricken from the agenda.

MRS. STEELE MOVED, SECONDED BY MRS. BRUCKNER-SEAR, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION TO BE STRICKEN FOR CASE 029-19. MOTION CARRIED, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: August 12, 2019
City Council Meeting: September 3, 2019

STAFF PLANNING REPORT
Rezoning

CASE 029-19 A request to rezone from R-1 (Single-family Residential) to C-O (Non-retail Commercial)

LOCATION 2307 Connecticut Ave.

APPLICANT Charles J. Brewer & Connie J. Brewer

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	1.25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	C-O
Land Use	Church	Single-family	Vacant residential lot	Medical facility/office

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave.	Collector	75 feet

UTILITIES Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN N.A.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this part of Connecticut Avenue to be a commercial opportunity area. This is a planned development corridor and office uses are included in the development standards.

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

The current zoning of R-1 is consistent with nearby parcels, however, it is inappropriate on a collector street like Connecticut Avenue. There is currently no structure on the site.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed zoning change will have minimal impact on nearby property. Office uses are already located along the corridor, including across Connecticut Avenue from the parcel in question. The zoning change would be consistent with zoning along the corridor.

DISCUSSION

The applicant has withdrawn their application. Because the case was advertised, a public hearing must still take place.

Staff recommends Case 029-19 be stricken from the agenda.

ATTACHMENTS

- Application
- Map

RECEIVED 7-3-19

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.: 029-19
Filing Fee: $500.00
Date Advertised: 7-28-19
Date Notices Sent 7-24-19
Public Hearing Date: 8-12-19

APPLICANT: Charles J.Brewer & Connie J.Brewer PHONE: 417-438-3864
ADDRESS: 2319 Connecticut Ave. Joplin,Mo ZIP: 64801
OWNER: PHONE: 918-964-0595
ADDRESS: ZIP:
LOCATION OF PROPERTY: 2307 Connecticut Ave. Joplin, Mo
LEGAL DESCRIPTION: See Attatched

Present Zoning R-1 Requested Zoning: C-O Acreage: 1.25
Present Use of Property: Vacant Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Church/Business Office	R-1/C-O
South	Residential	R-1
East	Applicant Owned /Occupied Residential	R-1
West	Medical Facility/Office	C-0

CHARACTER OF THE NEIGHBORHOOD: Mixed use, close proximity to C-O & R-3 Areas

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: Connecticut Ave. High traffic volume & Growing need for commercial land & Multifamiliy use in immediate area

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut Ave. & 24th Street
2. Classification of Street(s):
   Arterial _____ Collector Yes Local _____
3. Right-of-Way Width: 25-30ft
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: All Utilities Exist

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

Excellent Connecticut Frontage, Excellent opportunity for future C-0 development.

SIGNATURE: _____ DATE: _____

BY: Charles Brewer & Connie Brewer Charles J. Brewer Connie Brewer

TITLE: Property Owner

Case 029-19: 2307 S. Connecticut Drive



Case 029-19: 2307 S. Connecticut Drive - A request to rezone from Single-family Residential (R-1) to Non-retail Commercial (C-O) for the purpose of future commercial development - Charles J. Brewer & Connie J. Brewer.

0 87.5 175 350 525 700 Feet

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-273

MEETING DATE:
September 3, 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 029-19: 2307 Connecticut Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for the purpose of future commercial development - Charles J. Brewer & Connie J. Brewer

PLANNING & ZONING COMMISSION TESTIMONY:

The applicant has withdrawn their application. Because the case was advertised, a public hearing must still take place.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends Case 029-19 be stricken from the agenda.

ATTACHMENTS
CB 2019- 273, Staff Planning Report, P&Z Commission Minutes

P & Z Case 029-19
Charles J. Brewer & Connie J. Brewer
(P & Z Recommended to Strike)

COUNCIL BILL NO. 2019-273 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 R-1 and including in District C-O property as described below and located 2307 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-O:

Southmorland Acres N70'W150' Lot 21 in 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

CB 2019-274

Case 030-19: Easement Vacation – A request to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road - City of Joplin.

Keegan Stanton, 602 S Main Street, Joplin, MO. Mr. Stanton stated that this property is located west of the Roper Honda on Range Line Rd. As part of an agreement with the city, a new sewer line and easement running on the north side of that property was installed, so the city would vacate the old easement. This old easement is no longer in use.

Mr. Ramsour asked for an explanation of the new sewer. It will be located farther north than the easement?

Mr. Stanton stated that it has already been installed and the easement we are requesting to vacate is no longer active.

Mr. Ramsour asked if the Commissioners had any questions? They did not.

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

MR. MCCULLOUGH MOVED, SECONDED BY MRS. KOLKEBECK, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 030-19. MOTION CARRIED, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: August 12, 2019
City Council Meeting: September 3, 2019

STAFF PLANNING REPORT
Vacation

CASE 030-19 A request for the vacation of approximately 0.24 acres (10,283.7 square feet) of a utility easement.

APPLICANT City of Joplin

REPRESENTATIVE City of Joplin

LOCATION A utility easement running Northwest/Southeast located on North side of the 2800 Block of E. Newman Road, approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	0.24 acres (10,283.7 square feet)

REASON FOR VACATION

To come to an agreement with the property owner about a new sewer easement on their property, the City of Joplin committed to vacate the portion of the easement that would no longer be needed.

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?

No utilities are planned for location in this easement.

DISCUSSION

The purpose for this Vacation request is to fulfill a commitment to the property owner that the city will vacate the unused sewer easement in exchange for a new sewer easement on their property. This will allow the property owner to develop in the areas where the easement will be vacated, if they so choose.

Staff recommends approval of Case 030-19.

ENCLOSURES

- Map
- 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.: 030-19
Filing Fee: $500.00
Date Advertised: 7-28-19
Date Notices Sent 7-24-19
Public Hearing Date: 8-12-19

I. Applicant Name: City of Joplin 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: See 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. Correct.

2. The vacation will not cause the public to suffer a loss or inconvenience. Correct.

3. In justice to the applicant(s) the vacation should be granted. Correct.

V. Required Attachments:

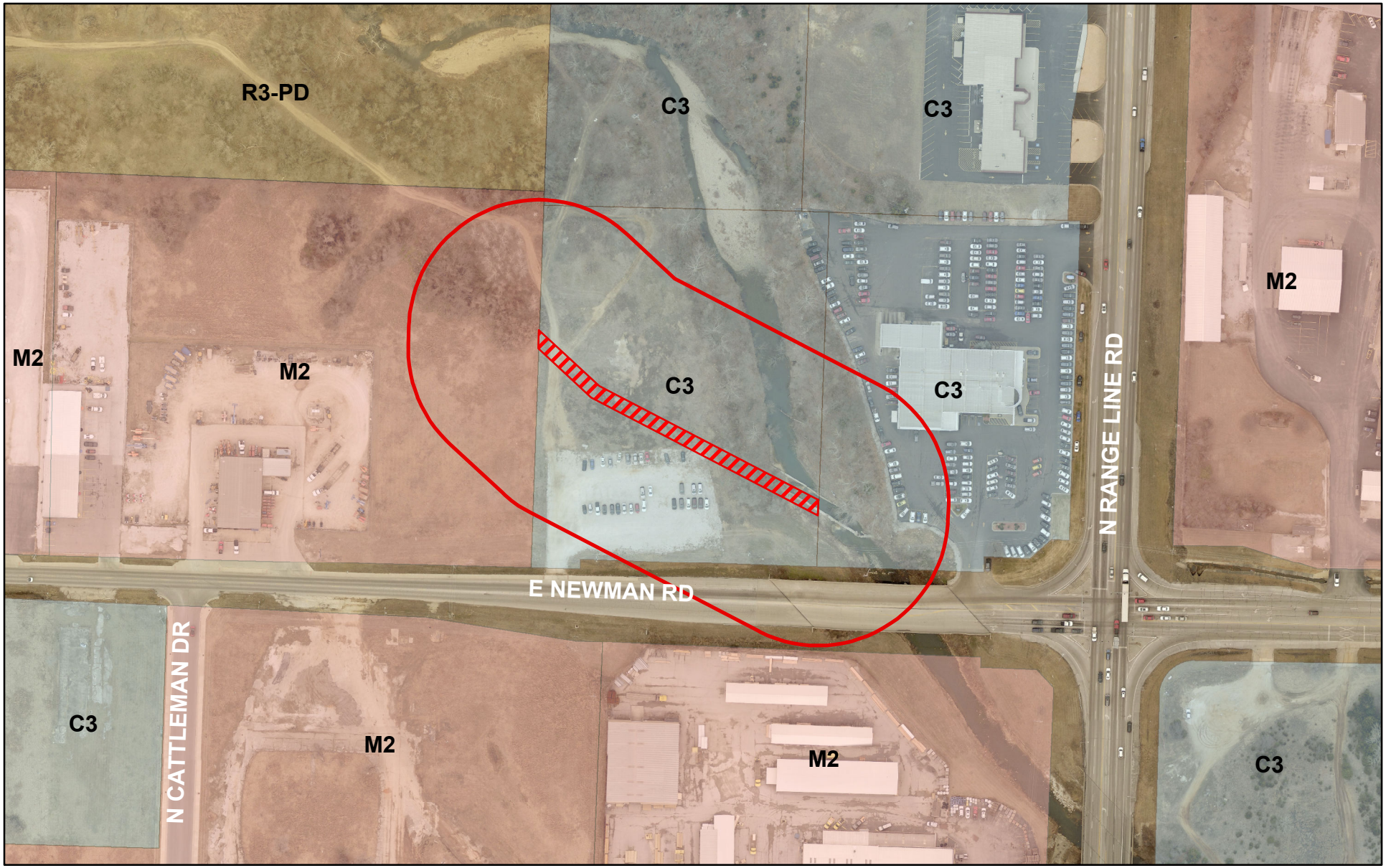
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

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

Case 030-19: 2800 Block of E. Newman Road



Case 030-19: 2800 Block of E. Newman Road - A request to vacate a utility easement - City of Joplin

0 87.5 175 350 525 700 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-274-Utility Easement Vacation

MEETING DATE:
September 3, 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 030-19: Utility Easement Vacation – A request to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road - City of Joplin.

BACKGROUND:
The purpose for this utility easement vacation request is to fulfill a commitment to the property owner that the city will vacate the unused sewer easement in exchange for a new sewer easement on their property. This will allow the property owner to develop in the areas where the easement will be vacated.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S Main Street, Joplin, MO. Mr. Stanton stated that this property is located west of the Roper Honda on Range Line Rd. As part of an agreement with the city, a new sewer line and easement running on the north side of that property was installed, so the city would vacate the old easement. This old easement is no longer in use.

Mr. Ramsour asked for an explanation of the new sewer. It will be located farther north than the easement? Mr. Stanton stated that it has already been installed and the easement we are requesting to vacate is no longer active.

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 030-19.

ATTACHMENTS
CB 2019- 274, Staff Planning Report, P&Z Commission Minutes

P & Z Case 030-19
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-274 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property.

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

Section 1. That part of approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property, described as:

A tract of land being part of the Southeast Quarter of Section 36 Township 28 North Range 33 West all in the City of Joplin, Jasper County, Missouri. Being described more fully as follows: Commencing at the Southeast Corner of said Section 36; Thence N87°53'25"W a distance of 360.05 feet along the South line of said Southeast Quarter, Thence N02°05'32"E leaving said line a distance of 111.16 feet to the Point of Beginning; Thence N83°53'25"W a distance of 48.08 feet; Thence N59°08'26"W a distance of 358.32 feet; Thence N47°32'26"W a distance of 123.94 feet; Thence N02°10'29"W a distance of 26.44 feet; Thence S47°32'26"E a distance of 139.20 feet; Thence S59°08'26"E a distance of 399.73 feet to the Point of Beginning.

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

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
AUGUST 19, 2019

Mayor Shaw called the August 19, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, 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.

Fire Dept. Annual Review

Joplin Fire Chief Jim Furgerson presented the following information during his presentation of the FD's annual review:

- 8,431 calls for service in 2018.
- JFD has an ISO rating of 2.
- There are 96 Personnel in the Dept.
- The shifts run 24 hours on duty, 48 hours off.

Some of the jobs performed by the FD include:

Fire Suppression
Medical Emergencies
Haz-Mat Response
Vehicle Accidents
All Types of Rescues
Anything Else You Could Imagine

Statistical data overview

- 8942 responses made
- 24.5 responses per day
- Tuesday's are statistically the busiest day of the week
- The hours of 12pm – 5pm are the busiest time of day
- Rescue 3 is the busiest apparatus in the city
- General trends are showing an aggressive increase in call volume. While 2015 and 2016 were generally flat in growth, there are sharp increases in 2014, 2017, and 2018.
- 2019 is showing one of our largest increases to date within the first half of the year.
- Station #1 District has historically been the busiest station in Joplin.
- District 7 is the area around the east industrial park (32nd and Duquesne east), portions of I-44 (mm 11.0 – 13.0) and 249 (I-44 to area of 7th Street exit)
- Joplin Fire is automatic mutual aid for all structure fires in Webb City, the northern half of the Redings Mill Fire District, and the eastern half of the Duenweg Fire District.
- Currently there is no automatic aid agreement with Carl Junction, however we do respond mutual aid with them.
- Response Times begin when the call is dispatched to our personnel and all call types include non-emergent responses as well as stage for officers' incidents.
- Target response time for structure fires is 5 minutes and 20 seconds in accordance with Insurance Services Offices Standard of Response criteria.

- Target Goal is the first arriving apparatus to a structure fire arrives in less than 5 minutes and 20 seconds and the entire first alarm assignment arrives in less than 9 minutes and 20 seconds 90% of the time.
- A first alarm assignment consists of two engines, one ladder, one rescue, and one chief officer.
- The large lives/property save percentage in 2018 is due in part to an aggressive code enforcement program that assisted in keeping several fires in high value structures with minimal losses.
- Examples would be a fire at Ajinomoto Foods that was contained quickly as well as fires at Clean Industries.

Major Events in 2018

- New cardiac monitors purchased and placed on every front-line apparatus.
- New self-contained breathing apparatus (SCBA) replaced on all apparatus improving the safety equipment for our staff members.
- New rescue harnesses and bail-out kits issued to every firefighter to improve their personal safety on incidents.
- Large fire resulting in an all-call of personnel at R&R Recycling. Firefighters were able to contain the fire to half the structure allowing for the business to remain operational.
- Fire within Ajinomoto Foods contained to the equipment of origin by installed fire suppression equipment.
- Confined Space Rescue at Jasper Foods resulting in three workers pulled out of a hazardous atmosphere inside a tank. One firefighter was injured during operations.

Emergency Management—what we do:

- Disaster Planning
- County and City Emergency Mgmt.
- LEPC/Hazardous Materials Awareness
- Siren Maintenance & Testing
- COAD/LTRC/SMESO/4CEM
- Weather Monitoring for the City/County
- Manage the EOC During a Disaster
- Interface with SEMA and FEMA
- JFD Training Division

CHALLENGES

Risk has increased as call loads continue to climb. Firefighting is an inherently dangerous and ranked as one of the top three most stressful jobs in the United States. A vast majority of our current Fire personnel lack experience and have less than 5 years on the job. Veteran staff is needed to monitor complex scenes for safety and continuity of operations. Maintaining our current ISO rating and keeping pace with City growth.

The City Council thanked Chief Furgerson for the update.

The meeting adjourned at 5:43p.m.

Prepared by:

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
AUGUST 19, 2019 MEETING MINUTES

CALL TO ORDER

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

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, 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.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Update on the Boomtown TIF,

Finance Director Leslie Haase presented an update on the Boomtown TIF. Director Haase stated the goal of TIF assistance is to help grow and develop the City, while being good stewards of taxpayer funds. Successful TIF Districts result in fully completed developments, which help TIF's pay off ahead of the 23 years and benefit the affected taxing jurisdictions through full development. The upfront risk of the development lies with the Developer rather than the City. As a result, when staff is evaluating TIF proposals, to the best of its ability, staff performs the necessary due diligence to provide Council with the needed information to help determine if the proposals will be a net benefit or net negative to the City. This includes negotiating provisions in a Redevelopment Agreement that help protect the City's and taxpayers' interest in the project with regard to the amount and use of TIF funds to reimburse the Developer for project costs. While Redevelopment Agreement provisions can help in this regard, it is important to note that even then there is no guarantee that a project will ultimately perform as projected and result in a net positive benefit to the City. There are several options for consideration. Staff is asking for direction so that the City can proceed in the manner that Council desires and supports. After presenting the options, Mr. Stanley asked to hear from the Developer's representative, Andy Prewitt. After discussion, Mr. Stanley made a motion to direct city staff to continue negotiations for more favorable terms with the Developer and to bring a council bill to the September 16 council meeting to be considered as emergency ordinance. Mr. Cortez seconded the motion. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Reid Adams, Shaw, Stanley and Stinnett, 7. Nays: Monteleone: 1. Abstention: Brown, 1.

CITIZEN REQUESTS AND PETITIONS

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

Public Hearing for FY2020 Proposed Budget

Mayor Shaw opened the Public Hearing

Finance Director Leslie presented an overview of the FY2020 proposed budget.

No one appeared in favor of, or in opposition to this item.

The Public Hearing was closed.

Budget Work Sessions are scheduled for September 23-25, 2019.

CONSENT AGENDA
Motion by Mr. Stinnett, second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0.

August 5, 2019 Informal Council Meeting Notes

Minutes of the August 5, 2019 City Council Meeting

Minutes of the August 12, 2019 Special Council Meeting

COUNCIL BILL NO. 2019-269 - 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**. Ordinance No. 2019-121**

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. **Ordinance No. 2019-122**

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. **Ordinance No. 2019-123**

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. **Ordinance No. 2019-124**

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. **Ordinance No. 2019-125**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Cortez introduced Council Bill No. 2019-144-an ordinance approving an amendment (Change Order No. 4) to the construction agreement with Crews Construction Inc., in the not to exceed amount of Ninety-Two Thousand Five Hundred Thirty-Three and 91/100 Dollars ($92,533.91) for the Tin Cup Lift Station Renovation Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2019-144 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-126**

Mr. Brown introduced Council Bill No. 2019-451-an ordinance authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight and no/100 Dollars ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Brown, second by Mr. Stinnett that Council Bill No. 2019-451 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-127**

Mr. Monteleone introduced Council Bill No.2019-514 - 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. Monteleone, second by Mr. Brown that Council Bill No. 2019-514 be approved on an emergency. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-128**

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2019-617-an ordinance approving the applications of Active Lifestyle Inc., for Joplin Memorial Run; George A. Spiva Center for the Arts, for Master Level Art Instruction; Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Joplin Arts Fest Committee for the Joplin Arts Fest; Carl Junction Chamber of Commerce for the 23rd annual Carl Junction Bluegrass Festival; Joplin Disc Golf Club for 15th annual Four State Open; Rufus Racing, for 12th annual Summer Roundup Triathlon; Emancipation Celebration Committee for Emancipation Park Day Celebration; Ozark Christian College, for 2020 Conference Series; Downtown Joplin Alliance for 2020 Event Marketing Campaign; Historic Murphysburg Preservation, Inc for the 2019 and 2020 Home for the Holidays events; George Washington Carver National Monument, for Marketing 2020 Park Events; Missouri Southern State University Alumni Association for Alumni Tracking Software; Joplin History and Mineral Museum, for a 2020 Marketing Campaign and upgrade to the Bonnie and Clyde Exhibit; Wildcat Glades Friends Group, for 2020 Event Marketing; ProMusica for 2020 Concert Series; and a Joint Marketing Effort with the Carthage CVB for utilization of FY2020 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000;

authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. Stanley, second by Dr. Reid Adams to pass Council Bill No. 2019-617 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-617.**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Appoint Citizens Committee for the One-half Cent (½¢) Sales Tax Election

Mayor Shaw asked the council members to submit names to serve on the committee. The following nominations were submitted:
Dr. Reid Adams: Ted Easley
Mr. Stanley: Brandon Davis
Mr. Cortez: Scott Vorhees
Mr. Brown: Lori Haun
Mr. Lawson: Renita Kitchingham
Mrs. Colbert-Kean: Victor Sly
Mr. Stinnett: Dan McCreary
Mayor Shaw: Ken Copeland, Ron Richard

Motion by Mr. Lawson, second by Dr. Reid Adams to accept the nominations. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

City staff will begin the process of contacting the committee members to set up meeting dates.

News from the Public Information Officer, Lynn Onstot

The new bridge over Shoal Creek is open. The Jackson Avenue Bridge replaces the low-water bridge that was built in 1919 and is now designated a Joplin Historical Landmark. The low-water bridge will remain open this week but will be permanently closed to vehicle traffic on Friday, August 23. Signage and bolsters will be placed on the north and south ends. Pedestrians and bicyclists can use this bridge as part of the McIndoe Park trail system. The new bridge also has an 8-foot shared pathway on both sides for pedestrians and bicyclists and offers a wonderful scenic view of the area. There will be an official opening of this project in upcoming weeks.

A public open house for the ***Joplin Transit Service Analysis*** will be held from 5:30 p.m. to 7:30 p.m. on August 28 at the Joplin Public Library. The meeting will focus on transit improvement recommendations for the Joplin area. In addition, City staff and consultant team members will ride Sunshine Lamp's Red, Blue, and Green routes throughout that day, August 28 to talk with trolley riders about the recommendations. During the meeting and while riding the bus, community members can review and comment on exhibits describing the transit improvement recommendations, helping develop a refined set of recommendations for short-, medium-, and long-term improvements. These will be shared with the public near the end of 2019.

Mark your calendars. The Shoal Creek Conservation Education Center Opening will be held from 10 a.m. to noon on Friday, September 6. The Shoal Creek Center is located at 201 W. Riviera Drive in Joplin. Public service and educational programs will continue to be staples of the Shoal Creek facility, with new hours allowing for weekend visitation. We encourage everyone to come out to the Center to learn more about some of the exciting things the Missouri Department of Conservation is offering our area!

In recognition of the Labor Day holiday, the City of Joplin offices will be closed on Monday, September 2. This also includes the Public Transportation services and the Recycling Center.

The Joplin City Council meeting, regularly scheduled on the first Monday, will shift to Tuesday, September 3. Because of the holiday, residential trash and curbside recycling services will move one day forward, so Monday customers will have service on Tuesday, etc. through the week, using Saturday for Friday's service. For more information about the City and its many services and programs, please go to our website, joplinmo.org or find us on Facebook. Thank you.

Comments from Council:
Mr. Stinnett stated he had received several texts during the council meeting commenting on the poor audio and video of the television broadcast of the council meeting. He asked if this issue could be investigated to determine the poor quality.

Mr. Cortez asked everyone to keep the officers involved in a recent shooting and all police and fire personnel who are the front line every day in our thoughts and prayers.

Mayor Shaw acknowledged the recent passing of longtime Joplin Globe employee Carol Stark.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RSMo, as amended, 2018. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Monteleone to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

There being no further business, the meeting adjourned at 7:48 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

Minutes of the Special City Council Meeting
August 26, 2019

Call to order
The Special Meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Gary L. Shaw.

Invocation was given by City Clerk Barbara Gollhofer.

Flag salute was led by Mayor Shaw.

Roll Call: Present: Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Shaw, Ryan Stanley and Phil Stinnett, 7. Also in attendance were City Attorney Peter Edwards and Interim City Manager Dan Pekarek. Absent: Taylor Brown, Melodee Colbert-Kean, 2.

Reading of the Special Call.
City Clerk Barbara Gollhofer read the Special Call.
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 6:00 p.m. on Monday, August 26, 2019 at Joplin City Hall, in the 5th floor Council Chambers, 602 S. Main. The purpose of the Special Meeting is to set the property tax rate for 2019-2020.

Public Hearing
Public Hearing Procedures were read by City Clerk Barbara Gollhofer.

Public Hearing on the 2019-20 property tax rate.
Finance Director Leslie Haase led the discussion on the property tax rate.

Mayor Shaw opened the Public Hearing.

No one appeared in favor of or in opposition to this item.

The Public Hearing was closed.

Ordinances-Emergency
Mr. Stanley introduced Council Bill No.2019-513 - an ordinance levying taxes in the City of Joplin, Missouri for the year 2019 in the amount of Seventeen and Ninety-Seven Hundredths Cents ($0.1797) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2019 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2019-513 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 7. Absent: Brown, Colbert-Kean, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2019-129.**

There being no further business to come before the council the meeting was adjourned at 6:06 p.m.

Respectfully submitted,

Barbara Gollhofer, City Clerk

City of Joplin City Council Agenda Item

Requested Council Meeting Date: August 19, 2019

ITEM: Council Bill No. 2019-617. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2020 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2019-617

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
INTERIM CITY MANAGER:	Dan Pekarek	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2020 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For-Profit organizations may apply;
- Events must be held between November 1, 2019 & October 31, 2020;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 22, 2019, at 8:30 a.m. the Joplin Convention & Visitors Bureau Advisory Board held a meeting to review and discuss applications submitted for the FY2020 CVB Grant Program and to determine funding allocations; where appropriate and how much. At this meeting the board listened to presentations from applicants which included a 5-minute presentation and 5-minute Q&A. Each board member received digital copies of all applications in advance of the meeting. All board members were present for this review.

17 funding applications from 17 organizations totaling $211,200 in requests were received. Funding for this program is capped at $140,000. Up to $130,000 is awarded through the initial grant process with $10,000 kept in reserve and awarded throughout the fiscal year.

In their review, the board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points benchmark for funding. Each board member individually scored the applications, the hi/low scores were removed, then all were ranked by the average score received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the Advisory Board discussed each application and made final funding decisions.

For the FY2020 grant cycle the Advisory Board heard from nine (9) grant applicants that specially represented "events" while the CVB staff reviewed and evaluated eight (8) applications that were "marketing" based. These "marketing" requests were presented to the board as a single package at the end of the application review.

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations:

EVENT APPLICATIONS

1. Active Lifestyle Inc., for **Joplin Memorial Run**, asked for $18,000, awarded $10,000.
2. George A. Spiva Center for the Arts, for **Master Level Art Instruction**, asked for $12,000, awarded $6,000.
3. Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, asked for $25,000, awarded $25,000.
4. Joplin Arts Fest Committee for the **Joplin ArtsFest**, asked for $13,340, awarded $7,500.
5. Carl Junction Chamber of Commerce for the **23rd annual Carl Junction Bluegrass Festival**, asked for $11,070, awarded $3,000.
6. Joplin Disc Golf Club for **15th annual Four State Open**, asked for $19,450, awarded $8,000.
7. Rufus Racing, for **12th annual Summer Roundup Triathlon**, asked for $17,035, awarded $8,000.
8. Emancipation Celebration Committee for **Emancipation Park Day Celebration**, asked for $4,500, awarded $4,500.
9. Ozark Christian College, for **2020 Conference Series** (5 conferences), asked for $25,000, awarded $17,500.

MARKETING APPLICATIONS

10. Downtown Joplin Alliance for **2020 Event Marketing Campaign**, asked for $13,900, awarded $3,000.
11. Historic Murphysburg Preservation, Inc for **2020 Home for the Holidays**, asked for $1,000, awarded $1,000.
12. George Washington Carver National Monument, for **Marketing 2020 Park Events**, asked for $15,000, awarded $5,000.
13. MSSU Alumni Association for **Alumni Tracking Software**, asked for $3,500, awarded $3,500.
14. Joplin History and Mineral Museum, for **2020 Marketing Campaign**, asked for $13,850, awarded $5,000.
15. Wildcat Glades Friends Group, for Events Marketing, asked for $14,995, awarded $3,000.
16. ProMusica for **2020 Concert Series** (6 concerts), asked for $2,560, awarded $2,560.
17. Carthage CVB, for a **Joint Marketing Effort**, asked for $1,000, awarded $1,000.

In total, these recommendations represent $113,560 of the $140,000 budgeted for the FY2020 grant program. The balance of $26,440 will be allocated throughout the fiscal year following the same applicant guidelines.

Additionally, at the July 22nd meeting, two (2) applications were reviewed which were eligible for funding under the FY2019 criteria and timeframe.

1. Historic Murphysburg Preservation, Inc for **Marketing for the December 2019 Home for the Holidays**, asked for $4,500, awarded $4,500.
2. Joplin History and Mineral Museum, for **an improved Bonnie & Clyde exhibit**, asked for $2,550, awarded up to $3,000.

These recommendations are respectfully submitted for Joplin City Council approval, with items 1-17 to be within the FY2020 budget, and items 18-19 added to the FY2019 Budget, by the Joplin Convention & Visitors Bureau Advisory Board.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend City Council approving the funding recommendations for grant applications as described above.

ATTACHMENTS:

None.

Joplin Convention & Visitors Bureau
602 S. Main, Joplin, Missouri 64801
417.625.4789
VisitJoplinMO.com

Memorandum

TO:	Joplin City Council
FROM:	Patrick Tuttle, JCVB Director
CC:	Dan Pekarek, Interim City Manager Barbara Gollhofer, City Clerk
DATE:	July 30, 2019
SUBJECT:	JCVB FY2020 Grant Recommendations

On July 22, 2019, at 8:30 a.m. the Joplin Convention & Visitors Bureau Advisory Board held a meeting to review and discuss applications submitted for the FY2020 CVB Grant Program and to determine funding allocations; where appropriate and how much. At this meeting the board listened to presentations from applicants which included a 5-minute presentation and 5-minute Q&A. Each board member received digital copies of all applications in advance of the meeting. All board members were present for this review.

17 funding applications from 17 organizations totaling $211,200 in requests were received. Funding for this program is capped at $140,000. Up to $130,000 is awarded through the initial grant process with $10,000 kept in reserve and awarded throughout the fiscal year.

In their review, the board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points benchmark for funding. Each board member individually scored the applications, the hi/low scores were removed, then all were ranked by the average score received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the Advisory Board discussed each application and made final funding decisions.

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For the FY2020 grant cycle the Advisory Board heard from nine (9) grant applicants that specially represented "events" while the CVB staff reviewed and evaluated eight (8) applications that were "marketing" based. These "marketing" requests were presented to the board as a single package at the end of the application review.

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations:

EVENTS APPLICATIONS

1. Active Lifestyle Inc., for **Joplin Memorial Run**, scored 79.1, asked for $18,000, awarded $10,000.
2. George A. Spiva Center for the Arts, for **Master Level Art Instruction**, scored 74.6, asked for $12,000, awarded $6,000.
3. Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, scored 100.0, asked for $25,000, awarded $25,000.
4. Joplin ArtFest Committee for the **Joplin ArtsFest**, scored 68.3, asked for $13,340, awarded $7,500.
5. Carl Junction Chamber of Commerce for the **23rd annual Carl Junction Bluegrass Festival**, scored 64.2, asked for $11,070, awarded $3,000.
6. Joplin Disc Golf Club for **15th annual Four State Open**, scored 76.8, asked for $19,450, awarded $8,000.
7. Rufus Racing, for **12th annual Summer Roundup Triathlon**, scored 82.6, asked for $17,035, awarded $8,000.
8. Emancipation Celebration Committee for **Emancipation Park Day Celebration**, scored 70.8, asked for $4,500, awarded $4,500.
9. Ozark Christian College, for **2020 Conference Series** (5 conferences), scored 88.2, asked for $25,000, awarded $17,500.

MARKETING APPLICATIONS

10. Downtown Joplin Alliance for **2020 Events Marketing Campaign**, asked for $13,900, awarded $3,000.

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11. Historic Murphysburg Preservation, Inc for **Home for the Holidays**, asked for $1,000, awarded $1,000.
12. George Washington Carver National Monument, for **Marketing Park Events**, asked for $15,000, awarded $5,000.
13. MSSU Alumni Association for **Alumni Tracking Software**, asked for $3,500, awarded $3,500.
14. Joplin History and Mineral Museum, for **Museum Marketing Campaign**, asked for $13,850, awarded $5,000.
15. Wildcat Glades friends Group, for Events Marketing, asked for $14,995, awarded $3,000.
16. ProMusica for **2020 Concert Series** (6 concerts), asked for $2,560, awarded $2,560.
17. Carthage CVB, for a **Joint Marketing Effort**, asked for $1,000, awarded $1,000.

In total, these recommendations represent $113,560 of the $140,000 budgeted for the FY2020 grant program. The balance of $26,440 will be allocated throughout the fiscal year following the same applicant guidelines.

Additionally, at the July 22nd meeting, two (2) applications were reviewed and discussed that were eligible for funding under the FY2019 criteria and timeframe.

18. Historic Murphysburg Preservation, Inc for **Marketing for the December 2019 Home for the Holidays**, asked for $4,500, awarded $4,500.
19. Joplin History and Mineral Museum, for **an improved Bonnie & Clyde exhibit**, asked for $2,550, awarded up to $3,000.

These recommendations are respectfully submitted for Joplin City Council approval, with items 1-17 to be within the FY2020 budget, and items 18-19 added to the FY2019 Budget, by the Joplin Convention & Visitors Bureau Advisory Board.

Mike Wilson
Board Chair

Patrick Tuttle
Director

COUNCIL BILL NO. 2019-617 **ORDINANCE NO**.

AN ORDINANCE approving the applications of Active Lifestyle Inc., for Joplin Memorial Run; George A. Spiva Center for the Arts, for Master Level Art Instruction; Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Joplin Arts Fest Committee for the Joplin Arts Fest; Carl Junction Chamber of Commerce for the 23rd annual Carl Junction Bluegrass Festival; Joplin Disc Golf Club for 15th annual Four State Open; Rufus Racing, for 12th annual Summer Roundup Triathlon; Emancipation Celebration Committee for Emancipation Park Day Celebration; Ozark Christian College, for 2020 Conference Series; Downtown Joplin Alliance for 2020 Event Marketing Campaign; Historic Murphysburg Preservation, Inc for the 2019 and 2020 Home for the Holidays events; George Washington Carver National Monument, for Marketing 2020 Park Events; Missouri Southern State University Alumni Association for Alumni Tracking Software; Joplin History and Mineral Museum, for a 2020 Marketing Campaign and upgrade to the Bonnie and Clyde Exhibit; Wildcat Glades Friends Group, for 2020 Event Marketing; ProMusica for 2020 Concert Series; and a Joint Marketing Effort with the Carthage CVB for utilization of FY2020 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals, celebrations, events and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Active Lifestyle Inc., for **Joplin Memorial Run**, in the amount of Ten Thousand dollars ($10,000); George A. Spiva Center for the Arts, for **Master Level Art Instruction**, in the amount of Six Thousand dollars ($6,000); Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, in the amount of Twenty-Five Thousand dollars ($25,000); Joplin ArtsFest Committee for the **Joplin ArtsFest**, in the amount of Seven Thousand Five Hundred dollars ($7,500); Carl Junction Chamber of Commerce for the **23rd annual Carl Junction Bluegrass Festival**, in the amount of Three Thousand dollars ($3,000); Joplin Disc Golf Club for **15th annual Four State Open**, in the amount of Eight Thousand dollars ($8,000); Rufus Racing, for **12th annual Summer Roundup Triathlon**, in the amount of Eight Thousand dollars ($8,000); Emancipation Celebration Committee for **Emancipation Park Day Celebration**, in the amount of Four Thousand Five Hundred dollars ($4,500);

Ozark Christian College, for **2020 Conference Series** in the amount of Seventeen Thousand Five Hundred dollars ($17,500); Downtown Joplin Alliance for **2020 Event Marketing Campaign**, in the amount of Three Thousand dollars ($3,000); Historic Murphysburg Preservation, Inc for **Home for the Holidays**, in the amount of One Thousand dollars ($1,000); George Washington Carver National Monument, for **Marketing Park Events** in the amount of Five Thousand dollars ($5,000); MSSU Alumni Association for **Alumni Tracking Software**, in the amount of Three Thousand Five Hundred ($3,500); Joplin History and Mineral Museum, for **2020 Marketing Campaign**, in the amount of Five Thousand dollars ($5,000); Wildcat Glades Friends Group, for 2020 Event Marketing in the amount of Three Thousand dollars ($3,000); ProMusica for **2020 Concert Series** in the amount of Two Thousand Five Hundred & Sixty dollars ($2,560), and Carthage Convention & Visitors Bureau, for a **Joint Marketing Effort with the Joplin CVB** in the amount of One Thousand dollars ($1,000), for utilization of FY2020 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Additionally, Historic Murphysburg Preservation, Inc for **Marketing for the December 2019 Home for the Holidays** in the amount of Four Thousand Five Hundred dollars ($4,500), and Joplin History and Mineral Museum, to **improve the Museum's Bonnie & Clyde exhibit** in the amount of, up to, Three Thousand dollars ($3,000), for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2019-008 – approving a resolution authorizing the submittal of application for 2020 Historic Preservation Fund grant from the Missouri Department of Natural Resources.

MEETING DATE
September 3, 2019

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
This resolution authorizes the submittal of an application with the Missouri State Historic Preservation Office for the FY 2020 Historic Preservation Fund Grant to nominate Joplin Memorial Hall to the National Register of Historic Places.

BACKGROUND
A resolution of support for submittal is required for the application for Historic Preservation Fund Grants.

The nomination of Joplin Memorial Hall was identified as high priority by the Joplin Historic Preservation Commission for the 2020 calendar year. Additionally, the City of Joplin has a Memorandum of Understanding with Connect2Culture to pursue National Register Nomination for Joplin Memorial Hall.

Expected FY 2020 budget for the nomination of the Joplin Memorial Hall is $9,400.00. The Historic Preservation Fund Grant will reimburse 60% of the costs.

FUNDING SOURCE
Missouri Department of Natural Resources 2020 Historic Preservation Fund administered by the State Historic Preservation Office.

RECOMMENDATION
The Historic Preservation Commission and Staff recommends approval of the resolution.

ATTACHMENTS
Resolution No. 2019-008

RESOLUTION NO. 2018-008

A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2020 Historic Preservation Fund Grant for the National Historic Register Nomination of Memorial Hall.

WHEREAS, the Missouri State Historic Preservation Office is accepting grant applications for FY 2020 for Certified Local Governments to complete preservation-related activities; and

WHEREAS, the receipt of grant funding for this project will enable the City of Joplin to nominate Memorial Hall to the National Register of Historic Places.

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

Section 1: The City of Joplin shall execute and submit an application for a grant with the Missouri State Historic Preservation Office for the purpose of nominating Memorial Hall to the National Register of Historic Places in 2020; and

Section 2: That the City Manager of the City of Joplin is hereby authorized to execute all documents necessary to carry out the intentions of this Resolution.

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

_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-145
Construction Agreement for the Turkey Creek Wastewater Treatment Facility (WWTF) Tertiary Filter Replacement project

MEETING DATE
September 3, 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 – Dan Pekarek

SUMMARY
This Council Bill approves a Construction Agreement with McClanahan Construction Company for the Turkey Creek WWTF Tertiary Filter Replacement project in the not to exceed amount of One Million, Five Hundred Thirty-eight Thousand, Six Hundred and No/100 Dollars ($1,538,600.00)

BACKGROUND
On April 15, 2019, Council approved a Work Authorization with Allgeier, Martin and Associates (AMA) to prepare bid documents for the Turkey Creek WWTF Tertiary Filter Replacement project. The project was advertised in accordance with the City of Joplin's procurement policies. Bids from 3 contractors were opened on August 15, 2019; McClanahan Construction Company was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. The project generally consists of replacing the last two sand trough filters with diamond fabric filters. This project is being done to increase treatment capacity, as well as, to add critical redundancy to the treatment of wastewater prior to discharging it into Turkey Creek.

FUNDING SOURCE
The Wastewater Treatment fund.

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
CB2019-145 Ordinance; Agreement; Bid Tabulation

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: McClanahan Construction Co., Inc. Address: P.O. Box 439 Rogersville, MO 65742	
Attention:		Attention: Patrick McClanahan	
Department:		Phone: 417-753-2750	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by the parties identified above.

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

Turkey Creek WWTF Tertiary Filter Replacement

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 300 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract

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

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

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

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

As of January 1, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred 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. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred 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. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred 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.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $1,538,600.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be

considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Bid
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT One Million, Five Hundred Thirty-Eight Thousand, Six Hundred and 00/100 dollars ($1,538,600.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the

Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

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

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

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

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

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

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

CONTRACTOR:

By: McClanahan Construction Co., Inc.

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

BID TABULATION

PROJECT: Turkey Creek WWTF Tertiary Filter Replacement

DATE OF BID OPENING: 15 August 2019

CONTRACTOR	TOTAL BID AMOUNT
McClanahan Construction Co., Inc.	1,538,600.00
Branco Enterprises, Inc.	1,688,000.00
Crews Construction, Inc.	1,914,445.00
Engineer's Estimate	1,650,000

COUNCIL BILL NO. 2019-145 ORDINANCE NO

AN ORDINANCE approving a construction agreement with McClanahan Construction Company in the not to exceed amount of One Million, Five Hundred Thirty-eight Thousand, Six Hundred and No/100 Dollars ($1,538,600.00) for the Turkey Creek WWTF Tertiary Filter Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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 McClanahan Construction Company in the not to exceed amount of One Million, Five Hundred Thirty-eight Thousand, Six Hundred and No/100 Dollars ($1,538,600.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Treatment Fund

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

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

_____, 2019 by a _____ vote.

ATTEST: _____
Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2019-145

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-146 – approval of Change Order #2 for the 7th and Illinois Area Stormwater Improvements project (TSO606 and TSO607).

MEETING DATE
September 3, 2019

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Exhibit A, CB2019-146 Ordinance, Change Order No. 2

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

SUMMARY
This Council Bill authorizes a change order with Branco Enterprises Inc. for the 7th and Illinois Area Stormwater Improvements project in the not to exceed amount of One Hundred Five Thousand Four Hundred Twenty-Five and 00/100 Dollars ($105,425.00).

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A project to reduce the flooding along Illinois Avenue south of Seventh street was included on the approved list of projects. The source of flooding is Joplin Creek to the east of Illinois Avenue. On April 1, 2019 council approved an agreement with Branco Enterprises Inc for construction of the 7th and Illinois Area Stormwater Improvements project. The project will serve to enhance the level of service provided at the location by lowering the water surface elevation during the 100-year rain event so flooding of adjacent property and Illinois Avenue is less likely. This will be achieved by lowering the flowline/bottom of the channel as well as widening the channel to the east within the scope of the project. Stormwater improvements on Illinois avenue in the form of installation of additional curb inlets is also included within the scope of the project.

DISCUSSION

Change Order #2 will serve to incorporate the rehabilitation of a section of the channel immediately downstream of the current project limits which has suffered significant damage to its banks as a result of the numerous intense and unusually heavy rain events experienced this past Spring/Summer. During the survey and design of the project in 2013 the grouted riprap in place which protects the banks of the channel from erosion was observed to be in good condition. Subsequent rain events since then, however, have undermined the protective grouted riprap along the banks of the channel, causing them to break apart and fall into the channel and expose the banks to erosion. This change order provides for the re-stabilization of the bank as well as the replacement of the grouted riprap. Further included in this change order are improvements for the Ewert Park parking lot including stormwater improvements in the form of installations of inlets to facilitate better drainage of the parking lot as well the removal and replacement of the existing

sidewalk to make it ADA compliant and better serve the general public This change order will increase the contract's value by less than 5% of the original amount and the cost is within industry standard.

FUNDING SOURCE

These payments are included in the FY 2018-19 budget Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2019-146 on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be 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.



CHANGE ORDER

Change Order No.

Sheet No. _1___ of _____ County_____

Route_____

To Contractor **Project**

You are hereby directed to make the following changes from the contract. Job No._____

❖❖❖

- B-2 - Line item B-2 is comparable to previous projects using 15" RCP and falls within industry standard.

4. Other City Departments Consulted:

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		$2,139,142.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$105,425.00		CONTRACTOR
3. OVERRUN PREVIOUS	$		
4. TOTAL OVERRUN TO DATE	$4.93	$105,425.00	by :_____ _____
5. TOTAL		$2,244,567.00	Date

Emergency Provisions of Change Order Policy Used YES □ NO □ Date approved _____

Reason for Emergency and description of work approved _____

_____ _____ _____ _____
SUBMITTED ENGINEER DATE *APPROVAL DIRECTOR OF FINANCE DATE

_____ _____ _____ _____
APPROVAL PROJECT MANAGER DATE *APPROVAL CITY MANAGER DATE

_____	_____	
APPROVALSUPERVISOR/ ENGINEERING REVIEWER	DATE	*When applicable.
_____	_____	
APPROVAL OF DEPARTMENT HEAD	DATE	

COUNCIL BILL NO. 2019-146 ORDINANCE NO

AN ORDINANCE approving Change Order #2 for the 7th and Illinois Area Stormwater Improvements project, in the amount of One Hundred Five Thousand Four Hundred Twenty-Five and 00/100 Dollars ($105,425.00) funded through the Parks and Storm Water Sales Tax; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the change order agreement by and between the City of Joplin and Branco Enterprises Inc., in the amount of One Hundred Five Thousand Four Hundred Twenty-Five and 00/100 Dollars ($105,425.00), a true and accurate copy of said agreement being attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Park's and Storm Water Sales Tax Fund.

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

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-146

I hereby certify that a sufficient amount is available in the Parks and Storm Water Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CLOSING DATE:	9-Aug-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	812 S. Connor Ave

COMPANY	BIDS
B & D Yardbuilders	$4,620.00
Big John's Heavy Equipment	$3,699.00
Black Foot Dirt Works	$6,250.00
Camcor	$8,399.00
Gator	$4,395.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2019-368
812 S. CONNOR AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 368, Building Regulations

MEETING DATE
September 3, 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 Big Johns to remove the structures, and any remaining debris including foundation and footings located at 812 S. Connor Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 11, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 26, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on August 9, 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	$ 4,620.00
Camcor	$ 8,399.00
Gator Demolition	$ 4,395.00
Black Foot Dirt Works	$ 6,250.00
Big Johns	$ 3,699.00

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 Big Johns for $ 3,699.00 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- 368, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 368 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 812 S. Connor Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred Ninty nine and 00/100 Dollars ($ 3,699.00); 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 Big Johns in the amount of Three Thousand Six Hundred Ninety-nine and 00/100 Dollars ($ 3,699.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 812 S. Connor 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 812 S. Connor Ave. and legally described as:

ALL OF LOT NUMBERD ONE HUNDRED TWENTY-SIX (126) IN BYER AND MURPHY'S SECOND 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 2019-618 – Approving License Agreement between Area Agency on Aging Region X and City of Joplin for the use of the Joplin Senior Citizen Center

MEETING DATE
September 3rd, 2019

ORIGINATING DEPT:
Parks and Recreation

ATTACHMENTS
CB2019-618 Ordinance; Exhibit A: AAA License Agreement; Exhibit B: Senior Center Facility Rental Application Form

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Planning/Community Development Director: Troy Bolander; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves the License Agreement between AAA Region X and the City of Joplin for the use of the Joplin Senior Citizen Center.

BACKGROUND
The City officially opened the Joplin Senior Citizen Center on August 16, 2018 through the funding of the Community Development Block Grant Disaster Recovery. The Area Agency on Aging Region X occupies the new Senior Center and continues to serve the senior population of Barton, Jasper, Newton, and McDonald counties since 1979. The Agency is a non-profit, charitable organization whose purpose is to provide services, programs, and information that will assist older persons in maintaining independence and dignity in their lives. Services through this agency are available to persons 60 years of age or older who live in our service area. The City Joplin has had a great relationship with the Area Agency on Aging and looks forward to extending this partnership through this agreement.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Staff recommends approval of this council bill on emergency basis.

Joplin Parks and Recreation Department
3301 West 1st Street, Joplin, Missouri 64801
Phone (417) 625-4750 Fax (417) 625-4756 www.joplinparks.org

Senior Center Facility Rental Application Form

Organization _____ **Non-Profit*** Yes _____ No _____

Applicant Name _____

Address _____ Phone _____

City, State, Zip _____

Email Address _____

Alternate Contact _____ Alt Phone _____

EVENT INFORMATION

Date to be Reserved: Friday _____ (Available from 6:30pm-10pm) Saturday _____ (Available 8am-10pm)

Event Time: _____ Estimated Attendance: _____(Capacity is 254)

Type of Event: _____

Is this a private event or open to the public: _____

PAYMENT INFORMATION

Rental Charge: _____ Deposit Charge: _____ Total Charges: _____

Method of Payment: Cash _____ Check # _____

Visa or MasterCard: Card # _____ Exp. Date _____ CVV/CVC _____

_____ _____
Director Group User, signature

Print Name:_____

Paul Bloomberg
Joplin Parks & Recreation
3301 West 1st Street
Joplin MO 64801
417-625-4750
Fax 417-625-4756

Senior Center Use Policy

Section 1: Overview

As a requirement of the Community Development Block Grant Disaster Recovery (CDBG-DR) funding utilized to construct the senior center facility under the low -moderate clientele (LMC) National Objective, the Senior Center facility must primarily benefit low -moderate income (LMI) individuals. Given the nature and location of the facility as a senior center that provides assistance to elderly individuals daily, Monday through Friday, the City of Joplin will also allow limited public use of the facility to the extent that such use does not alter the primary use and nature of the facility as a senior center.

Section 2: Limited Weekend Use

In order to ensure the primary use is for seniors, City of Joplin limits its rental use to 35 hours a month, between Friday after 6:30 PM through Saturday 10 PM. Availability for those weekends will be on a first-come, first-serve basis. Priority will be given to events that are marketed towards and intended for seniors.

Section 3: Procedures and Guidelines for Facility Use

- All renters must submit an application with the name of the group/organization, proposed rental use/event type, expected number of attendees, and desired dates/times. This application can be obtained by visiting the Joplin Athletic Complex during their operational hours or visiting the website www.joplinpark.org. Applications will be submitted to the City of Joplin's Parks and Rec department at 3301 West 1st Street or emailed to Paul Bloomberg at pbloombe@joplinmo.org.
- Application, along with the appropriate rental fee and a refundable damage deposit, are due at the time of reservation.
- Reservation must be made at least 30 days prior to desired use date.
- Once approval is given, a use agreement will be signed by both the City of Joplin and renter prior to the event.
- Cancellation within two weeks prior to reservation renter will lose 50% of total rental fee. Damage deposit will be refunded.
- In case of inclement weather all rent, and deposits will be refunded 100%.
- Decorations are not allowed to adhere to any of the walls and/or tables.
- Alcohol is prohibited within the building.

Section 4: Use of equipment/furniture

Renters of the Senior Center will have access to the following equipment and furniture:

- Chairs
- Tables

Section 5: Prohibited uses:

- Religious activities
- Political activities
- Groups operating for commercial gain - Commercial gain is defined as a for-profit organization that is selling items, charging admission, or is sponsored or paid for by an advertiser in which profit is their main aim.

  **Non-profits fundraising for their organization do not fall under prohibited uses.*

Section 6: Limited Use of Space

The City of Joplin will only permit the use of the dining area for rentals. The Kitchen is not available for rental use to any outside group. The specific areas that are available for use for each event will be determined on a case by case basis and defined within the use agreement between the City of Joplin and the renter.

Section 7: Rental Fee, Property Damage Deposit, & Insurance

The rental fee will be $100/hour with a 2-hour minimum requirement. A refundable deposit of $200 will be required. In the event of any property damage, renters are responsible for the amount of repair/replacement as determined by the City of Joplin and will be taken out of the deposit. If the cost of repair/replacement exceeds the amount of the deposit, the renter agrees to pay for the amount that exceeds the deposit. The renter will also provide liability insurance in the amount of $1 million naming the City of Joplin and the Area Agency on Aging as additionally insured.

All fees shall be paid in advance to the City of Joplin. Some fees may be waived or reduced at the discretion of the City of Joplin.

COUNCIL BILL NO. 2019-618 ORDINANCE NO.

AN ORDINANCE approving the License Agreement by and between the City of Joplin, Missouri, and Area Agency on Aging Region X, for the license of the land and improvements located at 2616 S. Picher Avenue; 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, as follows:

Section 1. License Agreement by and between the City of Joplin, Missouri, and Area Agency on Aging Region X, for license of the land and improvements located at 2616 S. Picher Avenue, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said License Agreement and other documents necessary to complete the transaction by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, relating to any public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, 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 _____ 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

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the CITY OF JOPLIN, MISSOURI, a Missouri municipal corporation, hereinafter referred to as "Licensor", and AREA AGENCY ON AGING, REGION X, a Missouri non-profit corporation, hereinafter referred to as "Licensee."

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, Licensor hereby licenses to Licensee, and Licensee licenses from Licensor, the after-mentioned land and improvements located thereon, to use for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise. Licensor licenses to Licensee and Licensee licenses from Licensor, the land and improvements commonly known as 2616 S. Picher Ave., Joplin, Missouri 64804 (hereinafter referred to as the "premises").

2. Term. The original term of this License shall commence on September 1, 2019 ("Effective Date") conditioned on a signed Agreement being delivered to Licensor no later than August 31, 2019. The term of this Agreement shall be from September 1, 2019 to August 31, 2022. After August 31, 2022, this Agreement shall automatically renew for successive three (3) year periods under the same terms and conditions, unless terminated pursuant to the terms of this Agreement.

3. Termination. This Agreement shall govern all transactions between the parties until terminated. It is agreed that Licensor shall have the right to terminate this Agreement at any time, without cause, on one hundred eighty (180) days' written notice by certified mail, or by personal delivery, to Licensee. In the event of termination by Licensor, Licensee shall remove all of its equipment, materials, and other property by the end of the one hundred eighty (180) day period. However, any improvements made shall become and remain Licensor's property without compensation of any kind paid to Licensee. Additionally, Licensee shall have the right to terminate this License on sixty (60) days' written notice by certified mail, or by personal delivery, to Licensor, if at any time its funding sources for its services become delayed, reduced, withdrawn, terminated, or are nonexistent; or, if for any reason, Licensee is no longer able to provide the services described in paragraph 7 herein. In the event of termination by Licensee, Licensee shall remove all of its equipment, materials and other property by the end of the sixty (60) day period. However, any improvements made shall become and remain Licensor's property without compensation of any kind paid to Licensee.

4. Rent. Intentionally omitted.

5. Deposit. Intentionally omitted.

6. Use of Premises by Licensee. Licensee is a Missouri non-profit corporation and the Licensed premises shall be used solely for the purposes described herein, unless written

permission is given by an authorized representative of the City. Licensee shall use the Licensed premise solely for the purposes of providing nutrition, support, and recreational services for senior citizens. Any other use of the premises is prohibited. Licensee shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Licensee shall obtain such state, county, and local, permits or Licenses as may be required.

7. Personal Property, Furniture, and Equipment. As a part of and under the terms of this Agreement, Licensor also agrees to license certain personal property, furniture, and equipment to Licensee, as fully described and set forth on Exhibit A (hereinafter "personal property"). Licensee agrees that the personal property is owned by the City of Joplin and was purchased by Licensor with funds made available through a United States Department of Housing and Urban Development, Community Development Block Grant Disaster Recovery ("CDBG-DR") grant dated April 16, 2012, under grant number B-12-MT-29-0001. Licensee further agrees that the personal property will be licensed to Licensee subject and subordinate to a Security Agreement and UCC-1 financing statement filed with the Missouri Secretary of State's Office, between Licensee and the Licensor as the secured party. Licensee shall have no obligation to replace items on Exhibit A once they have served their useful life.

8. Licensee's Responsibilities. This Agreement is conditioned upon Licensee's assurances that the premises shall be maintained and operated solely by Licensee and no other person, corporation, association or legal entity whatsoever. All of Licensee's personnel and volunteers shall be the sole responsibility of Licensee. Licensee shall leave the premises in the same condition as it was prior to the start of this Agreement, excepting the improvements as described herein. Licensee shall be responsible for securing the property. Licensor is not responsible for any loss suffered by Licensee. Licensee further agrees as follows:

a. To provide nutrition services to senior citizens in accordance with Federal Program Guidelines.

b. To provide recreational and support services to senior citizens.

c. To employ, train, and supervise such employees as are necessary for the operation of nutrition, recreational, and support services to senior citizens in accordance with current Administration on Aging requirements.

d. To pay for or provide for maintenance and janitorial services for the inside of the premises, including all inside equipment and furnishings.

e. To at all times comply with the Senior Center Use Policy, attached hereto and incorporated by reference as Exhibit B.

9. Licensor's Responsibilities. Licensor shall maintain the property in a habitable condition. Licensor shall maintain the electric, plumbing, and HVAC systems in good working order. Licensor shall maintain the parking lot and walkway areas including the removal of snow. Licensor shall mow the premises.

10. Utilities. Licensor shall pay for the following utilities: electric, gas, water, and sewer. Licensee shall pay for the following utilities: trash.

11. Telecommunications. Licensee shall be solely responsible for any telephone, fax, cable, and internet service. However, Licensee shall not be responsible for any public internet provided by Licensor.

12. Fixtures and Alterations. Licensor and Licensee hereby agree that the premises are Licensed in an "AS IS" condition. As described in Section 3, *supra*, any improvements made shall become and remain Licensor's property without any compensation of any kind paid to Licensee.

13. Maintenance of Licensed Premises. Licensee shall at all times maintain the Licensed premises in good condition and repair and keep the premises in a neat and orderly condition.

14. Insurance. Licensee shall, during the entire term of this License, keep in full force and effect policies of public liability and property damage insurance with respect to the Licensed premises and the business operated by Licensor in the Licensed premises, in which the limits of public liability shall not be less than the sovereign immunity limit established by Section 536.610, RSMo. The policy shall name Licensor, any person, firms or corporations designated by Licensor, and Licensee as additional insureds. The insurance shall be in an insurance company acceptable to Licensor and a copy of the policy or a Certificate of Insurance shall be delivered to Licensor upon execution of this License Agreement.

15. Indemnification of Licensor. Licensee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Licensor, 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 Licensor, their agents or employees, or Licensee, 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 License or any work done thereunder or business carried on by Licensee during the term of the License and on the Licensed premises.

16. Damage or Destruction of Licensed Premises. In the event that the Licensed premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored by the date of this License, then this License shall be automatically terminated.

17. Default of the Licensee. In the event of any failure by Licensee to perform any of the terms, conditions or covenants of this License to be observed or performed by Licensee for more than five (5) days after written notice of such default shall have been given to Licensee, then Licensor, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Licensed premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Licensor at any time terminate this License for any breach in addition to any other remedies it may have, it may recover from Licensee all

damages it may incur by reason of such breach. Licensee further agrees to indemnify Licensor for any and all costs and expenses, including attorney fees, incurred by Licensor in any lawsuit against Licensee to enforce the terms of this License.

18. Right of Entry. Licensor or Licensor's agents shall have the right to enter the Licensed premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Licensor may deem desirable, and Licensor shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Licensor.

19. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Licensor as follows:

City of Joplin
Attention: City Manager
602 S. Main St.
Joplin, Missouri 64801

and to Licensee as follows:

Area Agency on Aging, Region X

_____

_____

_____

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

20. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this License 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. This provision shall not apply to changes of address for forwarding of notice or rental payments.

21. Assignment and Subletting. Licensee will not assign this License in whole or in part without obtaining the prior written consent of the Licensor. Any assignment without Licensor’s consent in writing shall be void.

22. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

23. Compliance with Applicable Laws. Licensee shall comply with all applicable laws, ordinances, rules and regulations.

24. 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.

25. Governing Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

26. Heirs, Successors and Assigns. Each and every obligation contained in this License Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

27. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

28. Contingent on Approval. This Agreement is contingent on approval from the Joplin City Council and Area Agency on Aging, Region X Board of Directors.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

"LICENSOR"
CITY OF JOPLIN,
a Missouri municipal corporation

By: _____
Its: authorized signatory

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

"LICENSEE"
Area Agency on Aging, Region X,
a Missouri non-profit corporation

By:_____
Its: authorized signatory

ATTEST:

_____
Secretary

Master Inventory List (Sr. Center)

Updated Master Inventory List

Bid Group	Item Description	Quantity	Unit Cost	Total Cost	ID/Serial #(s)	Location	Inventory ID #	Funding Source	Title Holder	Acquisition Date	Disposition Data				
											Disposition Date	Disposition Sale Price	Additional Disposition Information	Physical Inventory Completion Date	Corresponding Photo Number
Walk-In Freezer	Multi-use 25'X8.9'X9' Walk-In Freezer / Fridge	1	$26,925.00	$26,925.00	410160072DW1S	Kitchen	0282	CDBG-DR	City of Joplin	4/30/18					
Discretionary Purchases	9 Cue Heavy Duty Round Floor Rack	4	$159.00	$636.00	N/A	Billiards Room	N/A	CDBG-DR	AAoA Region X	5/31/18					
Discretionary Purchases	Dry Erase Boards	2	$49.99	$99.98	N/A	Office(s)	N/A	CDBG-DR	AAoA Region X	5/31/18					
Discretionary Purchases	Whirlpool Washer and Dryer	1	$1,054.92	$1,054.92	N/A	Corridor 127	N/A	CDBG-DR	AAoA Region X	5/31/18					
Discretionary Purchases	Instrument Stand	1	$137.95	$137.95	N/A	Medical Room	N/A	CDBG-DR	AAoA Region X	5/31/18					
Discretionary Purchases	Dominoes Table	4	$209.99	$839.96	N/A	Flex Room	N/A	CDBG-DR	AAoA Region X	6/15/18					
Kitchen Equipment	Shelving Unit(s) 74"x18"x36"	8	$78.00	$624.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Shelving Unit(s) 74"x18"x60"	12	$100.00	$1,200.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Shelving Unit(s) 74"x18"x48"	4	$89.00	$356.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Shelving Unit(s) 74"x18"x54"	12	$100.00	$1,200.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Shelving Unit(s) 74"x24"x54"	8	$114.00	$912.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Shelving Unit(s) 74"x24"x48"	16	$101.00	$1,616.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Clean Dish Table	1	$1,837.00	$1,837.00	Need Serial Number	Kitchen	Needs Tagged	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Soiled Dish Table	1	$2,482.00	$2,482.00	Need Serial Number	Kitchen	0284	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Pre-Rinse Unit (Wall Mount 8")	1	$187.00	$187.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Hand Sink with Side Splash	3	$155.00	$465.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Item 12 Prep Table	1	$3,086.00	$3,086.00	Need Serial Number	Kitchen	0290	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Faucet Deck Mount 8" Nozzle	1	$77.00	$77.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Item 13 Wall Shelf	1	$459.00	$459.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Item 14 3-Comp Sink	1	$3,736.00	$3,736.00	Need Serial Number	Kitchen	0282	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Faucet Wall Mount 12" Nozzle	2	$77.00	$154.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Pre-Rinse Unit (Deck Mount 8")	1	$187.00	$187.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Item 15 (2-Tier Shelf)	1	$1,434.00	$1,434.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Max4-2460G Shelf 74"x24"x60"	20	$114.00	$2,280.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Convection Oven	2	$11,151.00	$22,302.00	481915511/481915514	Kitchen	0285/0286	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Gas hose Kit	2	$116.00	$232.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Ten (10) Burner Range w/ Standard Oven Base	1	$8,224.00	$8,224.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Gas Hose 48x1	1	$164.00	$164.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Floor Trough	1	$1,524.00	$1,524.00	Need Serial Number	Kitchen	Needs Tagged	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Prep Table	1	$3,295.00	$3,295.00	Need Serial Number	Kitchen	0291	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Facuet Deck	1	$77.00	$77.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Wall Cap	1	$898.00	$898.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	25 Work Table	1	$2,402.00	$2,402.00	Need Serial Number	Kitchen	Needs Tagged	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	27 Work Table	1	$1,653.00	$1,653.00	Need Serial Number	Kitchen	Needs Tagged	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	28 Wall Shelf	1	$271.00	$271.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Flat Top Counter W/Sneeze Guard	1	$1,326.00	$1,326.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Ice Maker 550 lb Cap Air Cooled	1	$2,752.00	$2,752.00	1120380310	Kitchen	0280	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Water Filter Assbly Artic Pure	1	$195.00	$195.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Mani D570 Ice Bin 532LB. Cap	1	$986.00	$986.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Shelving Unit 74"x24"x36"	12	$88.00	$1,056.00	N/A	Kitchen	N/A	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Ice Water Dispenser	1	$5,725.00	$5,725.00	K26099-87-18	Kitchen	0279	CDBG-DR	AAoA Region X	6/14/18					
Kitchen Equipment	Exhaust Hood With Fans and Fire System	1	$17,155.00	$17,155.00	3365311	Kitchen	0281	CDBG-DR	AAoA Region X	6/14/18					
Dining Furniture	60" Folding Tables	25	$107.70	$2,692.50	N/A	Flex Room	N/A	CDBG-DR	AAoA Region X	7/25/18					
Dining Furniture	Banquet Chair	65	$24.00	$1,560.00	N/A	Flex Room	N/A	CDBG-DR	AAoA Region X	7/25/18					
Dining Furniture	Folding Table Cart	2	$152.70	$305.40	N/A	Flex Rooom	N/A	CDBG-DR	AAoA Region X	7/25/18					
Dining Furniture	Banquet Chair Cart	4	$85.20	$340.80	N/A	Flex Rooom	N/A	CDBG-DR	AAoA Region X	8/13/18					
Dining Furniture	Square Folding Chair	8	$30.90	$247.20	N/A	Flex Rooom	N/A	CDBG-DR	AAoA Region X	8/13/18					
Dining Furniture	Trolly Chairs	10	$243.00	$2,430.00	N/A	Flex Rooom	N/A	CDBG-DR	AAoA Region X	8/14/18					
Office Furniture	Conference Table	1	$762.85	$762.85	N/A	Conference Room	N/A	CDBG-DR	AAoA Region X	8/14/18					
Office Furniture	Conference Table Chairs	14	$220.50	$3,087.00	N/A	Flex Rooom	N/A	CDBG-DR	AAoA Region X	8/14/18					
Dining Furniture	30x66 Desk	3	$136.33	$408.99	N/A	Flex Rooom	N/A	CDBG-DR	AAoA Region X	8/14/18					
Office Furniture	Desk Component L Shape	3	$93.58	$280.74	N/A	Conference Room	N/A	CDBG-DR	AAoA Region X	8/14/18					
Dining Furniture	Desk Component File Cabinet	3	$162.45	$487.35	N/A	Office(s)	N/A	CDBG-DR	AAoA Region X	8/14/18					
Office Furniture	Desk Component Keyboard Tray	3	$22.33	$66.99	N/A	Office(s)	N/A	CDBG-DR	AAoA Region X	8/14/18					
Office Furniture	Office Chairs	3	$220.50	$661.50	N/A	Conference Room	N/A	CDBG-DR	AAoA Region X	8/14/18					
Office Furniture	Reception Chair	1	$164.50	$164.50	N/A	Office(s)	N/A	CDBG-DR	AAoA Region X	8/14/18					
Other	Rechargable PA System	1	$266.75	$266.75		N/A	N/A	CDBG-DR	AAoA Region X	10/9/2018					
Low Voltage	Access Control on the cities network (Rackmount Dell R230)	1	$6,501.32	$6,501.32		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	24 Port POE Switch	1	$343.75	$343.75		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	24 Inch Monitor	1	$162.50	$162.50		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	24 Port Modular Panel	1	$50.00	$50.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Rack Shelf	1	$60.00	$60.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Rack Mount Battery Backup	1	$564.99	$564.99		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Additional Battery Pack	1	$522.49	$522.49		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis P3707-PE 8MP WDR	3	$1,094.09	$3,282.27		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis P3225LV MKII Camera	1	$528.34	$528.34		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis P3225 LVE MK II Fixed Dome IP Camera	1	$637.84	$637.84		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis P3225-V MK II Network Camera	1	$455.34	$455.34		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis M3045-V Camera	1	$245.46	$245.46		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis M3105-L Network Camera	1	$291.09	$291.09		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis M3046-V Camera	1	$336.71	$336.71		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis T94B02D Pendant Kit	1	$26.46	$26.46		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Axis T91B53 Telescopic Ceiling Mount	1	$154.21	$154.21		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Misc. Mounting Material	1	$50.00	$50.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Cabling Materials (Plenum Rated)	1	$1,185.00	$1,185.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Chatsworth 7Ft 2 Post Floor mount	1	$194.57	$194.57		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					

Master Inventory List (Sr. Center)

Updated Master Inventory List

Bid Group	Item Description	Quantity	Unit Cost	Total Cost	ID/Serial #(s)	Location	Inventory ID #	Funding Source	Title Holder	Acquisition Date	Disposition Data				
											Disposition Date	Disposition Sale Price	Additional Disposition Information	Physical Inventory Completion Date	Corresponding Photo Number
Low Voltage	Chatsworth Horizontal Cable Management	3	$65.69	$197.07		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Chatsworth Verticle Cable Management	1	$522.69	$522.69		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Chatsworth Ladder Rack	1	$142.20	$142.20		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Brocade 24 Port POE + Switch	3	$2,596.20	$7,788.60		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	E1MG-SX-OM SFP	2	$495.11	$990.22		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	8 Port Modular Patch Panel	2	$90.00	$180.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Cabling Materials (Plenum Rated)	1	$8,000.00	$8,000.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Certified UNC100 Hybrid Edge W	1	$863.99	$863.99		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	PROX Reader	2	$347.99	$695.98		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Wireless Doorbell W/Receiver	1	$45.32	$45.32		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Integra Web Client Module	1	$997.32	$997.32		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Power Supply	1	$350.00	$350.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Door Hardware	1	$750.00	$750.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Access Control Wire	1	$425.00	$425.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Access Control Wire Run	1	$265.00	$265.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Wireless Glassbreak Detector - Honeywell	12	$85.32	$1,023.84		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Wireless Reciever for Glassbreak	1	$252.62	$252.62		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Meraki MR33 Cloud Managed AP	4	$421.85	$1,687.40		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
Low Voltage	Meraki MR Enterprise License, 3 Year	4	$195.00	$780.00		IT Infra	N/A	CDBG-DR	AAoA Region X	6/30/18					
	Total			$177,534.97											

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN AREA HABITAT for HUMANITY

THIS AGREEMENT MADE this _____ day of _____, 2019, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main Street, Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the DEVELOPER has been selected by the CITY, and has submitted a proposal for use of HOME funds for a HOME-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Director of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. Specific PROJECT locations shall be determined at a later date.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2019
Start construction – Project # 2	Winter 2019
Project Completion Date	Summer 2020
Home Sold/Occupied	Nine months after construction completion

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed (construction completed and home sold/occupied) **within 4 years of the signing of this agreement**. The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work

tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the approximately **two (2)** PROJECTS in ATTACHMENT B: PROPOSAL FOR: JOPLIN CONSORTIUM; LMI Homebuyer New Construction Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a working budget and realistic timetable for each PROJECT as relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). (See Attachment B for reimbursement process). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof,

ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($132,500.00)

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made

after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. **Affordability (92.252; 92.254):** The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **(Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and

acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

All expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the budget. The DEVELOPER will follow the regulations set forth for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with these regulations will not be reimbursed by CITY and may be grounds for revocation of funding.

C. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

E. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

J. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii).

Section VII – Reserved

This section was intentional left blank

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the

AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The DEVELOPER will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The DEVELOPER will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by

giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience

In accordance with 24 CFR 85.44, awards may be terminated in whole or in part only as follows:

(a) The CITY with the consent of the DEVELOPER in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) The DEVELOPER upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received thirty (30) days after the due date. If the DEVELOPER has not submitted a report thirty (30) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 211 S. Main Street, Joplin, Missouri, 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit (See Attachment D) will have to be signed by the principal of the contracting company.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Area Habitat for Humanity: a Missouri Nonprofit Organization

By: _____ Date: _____

Scott Clayton
Executive Director

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Thomas Walters
Community Development Planner

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 12 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

The Joplin Area Habitat for Humanity (JAHFH) presents the following proposal intended to meet the requirements of the LMI Homebuyer New Construction Program. Funding was budgeted in the 2017, City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The JAHFH proposes to use the $132,500.00 budgeted in the 2017 Action Plan to assist in the development approximately **two (2)** single family homes. Specific project locations will be determined at a later date. Homes developed under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by creating new housing stock and to promote homeownership.

HOME funding will be used for construction materials, specialty labor, other related development costs, and Habitat's administration costs, as related to each HOME assisted housing unit. For the purpose of this activity, construction materials, specialty labor, and other related development costs will be defined as:

> Construction materials will be any material which will become a permanent part of the housing unit.
>
> Specialty labor will be any labor activity which requires a license contractor in the City of Joplin.
>
> Other related development costs will be costs for activities such as, but not limited to, land acquisition and infrastructure costs related to developing lots for new construction.

Each project will consist of three phases of work; Pre construction, Construction, and Project close out.

Pre Construction - A written project cost estimate will be developed for each project prior to any construction work, Habitat will gather sufficient information, with support from the city, to allow for the completion of the required HUD environmental review.

An after construction determination of value will also be prepared to determine the affordability of the home to prospective LMI families and the feasibility of the project in general.

Habitat will submit all required information to the city before starting any project.

Construction -

Minimum Property Standard to be met

1 State and local code requirements.

If no state and local codes apply, one of the following national model codes:

• Uniform Building Code (ICBO)
• National Building Code (BOCA)
• Standard Building Code (SBCCI)

OR

• Council of American Building Officials one- or two-family code (CABO) OR
• Minimum Property Standards* (FHA) at 24 CFR 200.925 (for multi-family) or 200.926 (for one- and two-unit dwellings).

AND

2 Handicapped accessibility requirements, where applicable.

Habitat will submit request for reimbursement for eligible expenses during this phase.

The invoice should contain:
-the organization logo or letterhead,
-address of organization
-list of items to be reimbursed,
-total dollar amount requested,
-contact information

Submit proper documentation of all eligible costs (paid invoices and/or receipts, and proof of payment)

City will process documentation (this should not exceed three weeks).

Habitat has the option of picking up a check at the finance department or having it mailed to a specific address.

Any specialty contractors will have a pre-negotiated start and end date for the project. Contractors will be required to obtain all applicable permits where required. Habitat will oversee each construction project and approve pay requests. Payments to the contractor will be made at pre-determined milestones. The lowest, most responsive and responsible bidder will be awarded each project. The contractor's ability to complete each project in a timely manner will also be considered during the selection process.

Habitat will document all volunteer labor and donated materials, as it relates to each project assisted with HOME funds. The documented labor and materials will be applied to the 25% Non-Federal match required for the HOME program. At Habitat's discretion, they may count as match any Non-Federal investment in HOME-eligible housing as long as the investment meets the following requirements of the HOME regulations: Income determinations (24 CFR 92.203), Property standards (24 CFR 92.251) and Home ownership (24 CFR 92.254).

<u>Project close-out</u>

Habitat will work with the city to submit all required data to allow project to be closed out; including, but is not limited to:

-Copies of all sale documents containing a due on sale provision – indicating the affordability period of the project
-Final reimbursement request
-An itemized report outlining the dollar value of all donated materials and labor

Attachment C

Project Time Schedule

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2019
Start construction – Project # 2	Winter 2019
Project Completion Date	Summer 2020
Home Sold/ Occupied	Within 9 months of Construction Completion

Attachment D

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Scott Clayton and I am the Executive Director of Joplin Area Habitat for Humanity. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-402 – approving agreement between Joplin Area Habitat for Humanity and the City of Joplin for the construction of approximately two houses for the affordable single-family homebuyer HOME Program.

MEETING DATE
September 3, 2019

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
This Council Bill approves the agreement between the City of Joplin and Joplin Area Habitat for Humanity for the continued operation of the Homebuyer New Construction Sub-Recipient Program in accordance with the 2017 Action Plan.

BACKGROUND
This agreement is for One Hundred Thirty-Two Thousand Five Hundred dollars ($132,500.00) to construct two single-family houses for the Homebuyer New Construction Program. This program is the principle delivery of new housing for the Joplin HOME Consortium. As a sub-recipient in the HOME Investment Partnership Program, Habitat for Humanity acts as the primary developer of affordable single-family housing in the City of Joplin and in the jurisdiction of the Joplin HOME Consortium members.

FUNDING SOURCE
2017 Joplin HOME Consortium funds from the United States Department of Housing and Urban Development. Grant #: M17DC290209

RECOMMENDATION
Staff recommends approval of the agreement.

ATTACHMENTS
CB 2019-402

COUNCIL BILL NO. 2019-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Area Habitat for Humanity that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Joplin Area Habitat for Humanity, are desirous of entering into an agreement whereby Joplin Area Habitat for Humanity will manage the 2017 Homebuyer New Construction Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

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

Section 1: That an Agreement between the City of Joplin, Missouri, Joplin Area Habitat for Humanity is entered for one hundred thirty-two thousand five hundred dollars ($132,500.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

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

_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney