COUNCIL AGENDA
Monday, October 2, 2017
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**

   1. Semi-Annual Insurance Report By Segal Co.

      Documents:

      COUNCIL PRESENTATION OCTOBER 2 2017 HLTCARE BUDGET PROJECTIONS ASSUMPTIONS RATES N FEES.PDF
      2011 TO 2018 HISTORICAL HEALTH INSURANCE CHANGES.XLSX

6. **Citizen Requests And Petitions**

   1. Request To Address Council

      Janus Lazurus, 2922 E. 15th, requests to address Council to invite Joplin City Council to defend the City Challenge Champion title in USA Sanctioned Joplin Table Tennis Fall 2017 Tournament on Saturday, November 4, 2017 at Memorial Hall. Joplin Police Department would be the challenger this year.

7. **Public Hearings**

   1. Public Hearing Procedures

   2. COUNCIL BILL NO. 2017-273
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Reverend Harris Joplin Home as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located SW Corner of 6th and Elm Streets in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-273 STAFF REPORT.PDF
      CB 2017-273 SUMMARY.PDF
      CB 2017-273.PDF
      CB 2017-273 MIN.PDF

   3. COUNCIL BILL NO. 2017-274
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Site of the First Major Lead Strike property as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located at which a tract of land 750 feet north of Broadway Street and 75 feet west of Murphy Boulevard, in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2017-274 MIN.PDF
CB 2017-274 STAFF REPORT.PDF
CB 2017-274 SUMMARY.PDF
CB 2017-274.PDF

4. COUNCIL BILL NO. 2017-275
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating The Jackson Avenue Low Water Bridge as a Historic Landmark and include in a Historic Preservation Overlay District as described below.

Documents:

CB 2017-275 MINUTES.PDF
CB 2017-275 STAFF REPORT.PDF
CB 2017-275 SUMMARY.PDF
CB 2017-275.PDF

5. COUNCIL BILL NO. 2017-276
AN ORDINANCE providing 27th Street between Picher and Bird Avenues – A request to vacate
425′ of public right of way, more commonly known as 27th Street – Michael Landis.

Documents:

CB 2017-276 MINUTES.PDF
CB 2017-276.PDF
CB 2017-276-SUMMARY.PDF
CB 2017-276 STAFF REPORT.PDF

8. **Consent Agenda**

1. Minutes Of The September 18, 2017 City Council Meeting

Documents:

9-18 CC MINS-09282017154401.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2017-008
AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners′ Award and Commissioners′ Fees in the case styled City of Joplin v. Arizona Property, LLC et al., Case No. 17AO-CC00094, from the Parks/Stormwater Sales Tax Fund, Account 130-4555-530-8665, Project TS0605, to complete the acquisition of right-of-way across property located at 2902 Arizona Avenue, in Joplin, Jasper County, Missouri; and containing an emergency clause.

Documents:

SUMMARY CB2017-008 ARIZONA CONDEMNATION RE COMMISSIONERS AWARD AND FEE BILL.PDF

ARIZONA-ABBEY TITLE-AWARD AND FEE BILL-09262017161456.PDF
2017-008 ARIZONA CONDEMNATION COUNCIL BILL RE COMMISSIONERS AWARD.PDF

2. COUNCIL BILL NO. 2017-009
AN ORDINANCE electing John Podleski as Municipal Judge for the City of Joplin and approving an Agreement with John Podleski for Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

SUMMARY_CB2017-009_JOHN PODLESKI- MUNICIPAL JUDGE CONTRACT.PDF
MUNICIPAL JUDGE JOHN PODLESKI - CONTRACT AGREEMENT 2017 AT 10-2-2017 MTG.PDF
CB2017-009_MUNICIPAL JUDGE - JOHN PODLESKI_EMPLOYMENT CONTRACT.PDF

3. COUNCIL BILL 2017-153
AN ORDINANCE approving an amendment to a Lease Agreement with Alpha Air Center, LLC, in an amount not to exceed Nineteen Thousand Four Hundred Seventy and No/100 Dollars ($19,470.00) for an additional 4,338 square feet of lease space through the duration of the original lease; 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:

ALPHA AIR CENTER FIRST AMENDMENT TO GA TERMINAL SPACE LEASE AGREEMENT.PDF
ALPHA AIR LEASE GS 2017-153.PDF
ALPHA AIR RFQ RESPONSE.PDF
ALPHA LEASE AGREEMENT(GA TERMINAL).PDF
ALPHA AIR CB - 2017-153.PDF

4. COUNCIL BILL NO. 2017-154
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Roofing for the purpose of repairing the GA terminal building roof at the Joplin Regional Airport for the not to exceed price of One Hundred Five Thousand and 00/100 Dollars ($105,000.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, containing an emergency clause.

Documents:

JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2016.PDF
BID TAB FORM.PDF
GA TERMINAL ROOF SUMMARY 2017-154.PDF
CB - TERMINAL ROOF 2017-154.PDF

5. COUNCIL BILL NO. 2017-155
AN ORDINANCE approving a 5 year car rental concession agreement with Carco Capital Corp dba Hertz Car Rental in an amount not to exceed the following monthly rental amounts, year 1 - $3,400.00, year 2 - $3,450.00,

year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; 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:

AGREEMENT CARCO RENTALS.PDF
CB 2017-155 HERTZ AGREEMENT.PDF
HERTZ OPERATIONAL AMENDMENT GS.PDF

6. COUNCIL BILL NO. 2017-156
AN ORDINANCE approving a 5 year car rental concession agreement with Bob's Rentals Inc. dba Avis Car Rental in an amount not to exceed the following monthly rental amounts, year 1 - $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; 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:

COJ AIRPORT RENTAL CONCESSION AGREEMENT BOBS RENTALS.PDF
CB 2017-156 AVIS AGREEMENT.PDF
AVIS OPERATIONAL AMENDMENT GS.PDF

7. COUNCIL BILL NO. 2017-157
AN ORDINANCE approving a Work Authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Fifty Thousand Eight Hundred and Forty-Six Dollars and no/Cents ($50,846.00) for design, right of way acquisition, and construction management for a street extension at 26th Street and McCoy Avenue funded through CDBG-DR, and containing an emergency clause.

Documents:

CONSULTING 26TH MCCOY CB-2017-157.PDF
26TH MCCOY COUNCIL MAP.PDF
SUMMARY SHEET CB 2017- 157CONSULTING SERVICES26TH MCCOY.PDF
JOPLIN ENGINEERING WA FORM - JET CDBG DR-2 PAP 8-1 MCCOY EXTENSION JET-09262017.PDF

8. COUNCIL BILL NO. #2017-614

AN ORDINANCE approving the Memorandum of Understanding and Lease Agreement by and between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area, for the lease of real estate located at 520 S. School Avenue; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CARVER NURSERY LEASE AGREEMENT SUMMARY SHEET.PDF

COJ - ECONOMIC SECURITY CORPORATION OF SOUTHWEST AREA
RE CARVER NURSERY LEASE AGREEMENT (002).PDF
CARVER DRAWING OF CONSTRUCTION EXHIBIT 1.PDF
CARVER NURSERY EXHIBIT A.PDF
CARVER NURSERY COUNCIL BILL 2017-614 ORDINANCE SHEET.PDF

11. **Ordinances - First Reading**

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

    1. COUNCIL BILL NO. 2017-007

       AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Connect2Culture, a Missouri Not-For-Profit Corporation, dealing generally with the transfer of the Memorial Hall Parking Lot by the City of Joplin to Connect2Culture for the purpose of constructing a Joplin Arts & Entertainment Center; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin, Missouri.

13. **Unfinished Business**

14. **New Business**

    1. News From The PIO

    2. CLOSED SESSION

       Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(2) (3) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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)






Summary Healthcare Budget Projections, Assumptions, Rates & Fees

October 2, 2017

City of Joplin

Segal Consulting

Copyright © 2017 by The Segal Group, Inc. All rights reserved.

1) Executive Summary
2) Budget Projections
3) Assumptions
4) 2018 Renewals
5) City Contribution Structure
6) 2017 Monthly Contribution Rates
7) 2018 Projected Monthly Contribution Rates
8) Historical Insurance Premium Rates and Vendor Fees
9) Appendix: Financial History

City of Joplin
Executive Summary

- 2018 contribution rate increases
  - As a result of recent favorable experience, a 1.2% medical & prescription drug contribution rate increase will cover the projected PPO plan claims cost for 2018
  - Dental premium rates and corresponding contribution rates will increase approximately 7%
  - There was no change in the vision and life insurance premiums or corresponding contribution rates
- A claims fluctuation reserve has been added to the budget projections
  - As of December 31, 2017, projected net assets represent 95% of targeted reserves

City of Joplin
Budget Projections

	Aggregate			PMPM		
12 Months Ending	**Dec-17**	**Dec-18**	**Dec-19**	**Dec-17**	**Dec-18**	**Dec-19**
Income						
City Contributions	$4,630,000	$4,695,300	$5,055,000	$764.03	$774.80	$834.16
Employee Contributions	1,213,500	1,232,700	1,317,400	200.25	203.42	217.39
Retiree/COBRA Contributions	105,800	107,500	115,200	17.46	17.74	19.01
Total Income	**$5,949,300**	**$6,035,500**	**$6,487,600**	**$981.74**	**$995.96**	**$1,070.56**
Expenses						
Medical	$3,239,800	$3,466,600	$3,709,200	$534.62	$572.05	$612.08
Prescription Drug	1,200,400	1,332,500	1,479,000	198.09	219.88	244.06
Dental Premium	306,300	327,500	327,500	50.54	54.04	54.04
Vision Premium	42,600	42,600	42,600	7.03	7.03	7.03
Life Insurance Premium	77,100	77,100	77,100	12.72	12.72	12.72
Stop-Loss Insurance Premium	484,000	527,700	585,700	79.87	87.08	96.65
Anthem ASO / EAP Fees	249,100	256,500	264,200	41.11	42.33	43.60
ACA Fees	2,900	2,900	0	0.48	0.48	0.00
Total Expenses	**$5,602,200**	**$6,033,400**	**$6,485,300**	**$924.46**	**$995.61**	**$1,070.18**
Operating Surplus (Deficit)	**$347,100**	**$2,100**	**$2,300**	**$57.28**	**$0.35**	**$0.38**
Enrollment	505	505	505	505	505	505
Beginning Fund Assets[1]	**$1,782,818**	**$2,129,918**	**$2,132,018**			
Ending Fund Assets[1]	**$2,129,918**	**$2,132,018**	**$2,134,318**			
Reserve Months	**4.2**	**3.9**	**3.7**			
Suggested Reserves						
Claims Fluctuation	$2,248,000	$2,429,700	$2,626,700			
Months	4.5	4.5	4.5			
Reserves Shortfall	**$(118,082)**	**$(297,682)**	**$(492,382)**			

[1] Fund assets are net of incurred but not reported claims.

The projections above are estimates of future costs and are based on information available to Segal Consulting at the time the projections were made. Segal Consulting has not audited the information provided. Projections are not a guarantee of future results. Actual experience may differ due to, but not limited to, such variables as changes in the regulatory environment, local market pressure, health trend rates and claims volatility. The accuracy and reliability of health projections decrease as the projection period increases. Segal Consulting's pricing guidance is not intended to provide legal advice. Issues involving the interpretation of laws/regulations should be referred to legal counsel for authoritative advice.

City of Joplin
Assumptions

Fiscal Year Ending December 31

	2017	2018	2019
Trend on Expenses			
Medical	7.0%	7.0%	7.0%
Prescription Drug	11.0%	11.0%	11.0%
Dental Premium	0.0%	6.9%	0.0%
Vision Premium	0.0%	0.0%	0.0%
Life Insurance Premium	0.0%	0.0%	0.0%
Accidental Death and Dismemberment	0.0%	0.0%	0.0%
Stop-Loss Insurance Premium	9.0%	9.0%	11.0%
Anthem ASO Fees	3.0%	0.0%	3.0%
Enrollment			
Actives	496	496	496
Retirees	9	9	9

Notes:

The percentage changes for medical and prescription drug are based on trend factors. The percentage changes shown for the remaining expenses, with the exception of the 2019 stop-loss premiums and ASO fees, are based on actual premiums and fees. Historical premiums and fees may be found on page 10 and 11 of this report.

City of Joplin
2018 Renewals

The budget projections and monthly contribution rates reflect the following renewal rates:

- Anthem Administrative Services Only Fee – a rate pass, holding the rate at $41.10, was proposed for the 12-month period – January 1, 2018 through December 31, 2018.
- Anthem Stop-Loss Insurance – a premium increase of 9.0%, from $36.91 Single and $118.15 Family to $40.24 Single and $128.82 Family, was proposed for the 12-month period – January 1, 2018 through December 31, 2018.
- CIGNA Dental Insurance – a premium increase of 6.9% from $26.74 Single and $71.05 Family to $28.57 Single and $75.99 Family was proposed for the 24-month period – January 1, 2018 through December 31, 2019.

City of Joplin
City Contribution Structure

- **Medical & Prescription Drug** – The City pays 100% of the medical and prescription drug costs for single coverage; whereas, the City's cost share for family coverage is 75% with the employee covering the other 25%. It is assumed the cost share will remain the same in 2018.
- **Dental** – The City and employee each pay a portion for both single and family coverage. For single coverage, the City's cost share was 70% in 2017 and is assumed to remain the same in 2018. For family coverage, the City's cost share was 65% in 2017 and is assumed to remain the same in 2018.
- **Life** – The City also provides 1.5 times the annual salary in life insurance benefits at no cost to the employee. Employees can purchase additional life insurance coverage as a voluntary benefit at full cost.
- **Vision** – Vision coverage is offered on a voluntary basis, and 100% is paid by employees.

City of Joplin
2017 Monthly Contribution Rates

Monthly Contributions
Fiscal Year Ending December 31, 2017

City Contributions	Single	Family	Employee + Spouse	Employee + Child(ren)
Anthem BCBS PPO	$466.82	$980.36		
CIGNA Dental	$18.70	$46.18		
Employee Basic Life Insurance	Contributions vary by age and salary			
Employee Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
Anthem BCBS PPO	No Cost	$326.78		
CIGNA Dental	$8.02	$24.88		
EyeMed Vision – Exam Only	$1.44	$4.22	$2.72	$2.88
EyeMed Vision – Plan H	$5.34	$15.66	$10.12	$10.66
Employee Supplemental Life - $50,000	Contributions vary by age			
Spouse Voluntary Life - $25,000		Contributions vary by age		
Child(ren) Voluntary Life - $10,000		$0.70 per child		
COBRA/Retiree Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
Anthem BCBS PPO	$476.16	$1,333.28		
CIGNA Dental	$27.26	$72.48		
EyeMed Vision – Exam Only	$1.48	$4.30	$2.78	$2.94
EyeMed Vision – Plan H	$5.44	$15.98	$10.32	$10.88

City of Joplin
2018 Projected Monthly Contribution Rates

Projected Monthly Contributions
Fiscal Year Ending December 31, 2018

City Contributions	Single	% Change	Family	% Change	Employee + Spouse	% Change	Employee + Child(ren)	% Change
Anthem BCBS PPO	$472.32	1.2%	$991.88	1.2%				
CIGNA Dental	$20.00	6.9%	$49.40	7.0%				
Employee Basic Life Insurance	Contributions vary by age and salary							
Employee Contributions	**Single**	**% Change**	**Family**	**% Change**	**Employee + Spouse**	**% Change**	**Employee + Child(ren)**	**% Change**
Anthem BCBS PPO	No Cost	0.0%	$330.64	1.2%				
CIGNA Dental	$8.58	7.0%	$26.60	6.9%				
EyeMed Vision – Exam Only	$1.44	0.0%	$4.22	0.0%	$2.72	0.0%	$2.88	0.0%
EyeMed Vision – Plan H	$5.34	0.0%	$15.66	0.0%	$10.12	0.0%	$10.66	0.0%
Employee Supplemental Life - $50,000	Contributions vary by age							
Spouse Voluntary Life - $25,000			Contributions vary by age					
Child(ren) Voluntary Life - $10,000			$0.70 per child					
COBRA/Retiree Contributions	**Single**	**% Change**	**Family**	**% Change**	**Employee + Spouse**	**% Change**	**Employee + Child(ren)**	**% Change**
Anthem BCBS PPO	$481.76	1.2%	$1,348.96	1.2%				
CIGNA Dental	$29.14	6.9%	$77.52	7.0%				
EyeMed Vision – Exam Only	$1.48	0.0%	$4.30	0.0%	$2.78	0.0%	$2.94	0.0%
EyeMed Vision – Plan H	$5.44	0.0%	$15.98	0.0%	$10.32	0.0%	$10.88	0.0%

City of Joplin
Historical Insurance Premium Rates & Vendor Fees

Anthem Specific Stop-Loss	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	Next Renewal
Single							$36.91	$40.24	
Family							$118.15	$128.82	
Composite			$79.57	$59.94	$69.11	$75.14			1/1/2019
Specific Deductible			$100,000	$150,000	$150,000	$150,000	$150,000	$150,000	

Anthem BCBS Medical and Drug ASO / EAP	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	Next Renewal
Per Employee Per Month	$38.68	$40.61	$42.64	$43.49	$43.49	$39.90	$41.10	$41.10	1/1/2019

Delta Dental	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	Next Renewal
Single	$28.08	$28.77	$28.77	$29.51	$29.95				Terminated
Family	$74.70	$76.54	$76.54	$78.50	$79.68				
CIGNA Dental									
Single						$26.74	$26.74	$28.57	1/1/2020
Family						$71.05	$71.05	$75.99	

Humana Vision Exam Plus (Basic)	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	Next Renewal
Single	$1.57	$1.57	$1.66	$1.66	$1.77				Terminated
EE + 1	$3.15	$3.15	$3.34	$3.34	$3.55				
EE + Children	$2.99	$2.99	$3.17	$3.18	$3.37				
Family	$4.70	$4.70	$4.98	$4.98	$5.30				
EyeMed Vision Exam Only									
Single						$1.43	$1.43	$1.43	1/1/2020
EE + 1						$2.72	$2.72	$2.72	
EE + Children						$2.87	$2.87	$2.87	
Family						$4.22	$4.22	$4.22	

Humana Vision Care Plan (Extended)	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	Next Renewal
Single	$4.80	$4.80	$5.09	$5.10	$5.42				Terminated
EE + 1	$11.22	$11.22	$11.89	$11.90	$12.65				
EE + Children	$10.58	$10.58	$11.21	$11.22	$11.93				
Family	$17.52	$17.52	$18.57	$18.58	$19.76				
EyeMed Vision Plan H									
Single						$5.33	$5.33	$5.33	1/1/2020
EE + 1						$10.12	$10.12	$10.12	
EE + Children						$10.65	$10.65	$10.65	
Family						$15.65	$15.65	$15.65	

City of Joplin
Historical Insurance Premium Rates & Vendor Fees *continued*

Hartford Basic Life and AD&D	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	Next Renewal
Life Premium Per $1,000 of Coverage	$0.110	$0.110	$0.110	$0.121	$0.121				Terminated
AD& D Premium Per $1,000 of Coverage	N/A	N/A	$0.015	$0.015	$0.015				Terminated
Symetra Basic Life and AD&D									
Life Premium Per $1,000 of Coverage						$0.098	$0.098	$0.098	1/1/2019
AD& D Premium Per $1,000 of Coverage						$0.020	$0.020	$0.020	1/1/2019

Hartford Voluntary Supplemental Life	1/1/2011	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	Next Renewal
Premium Per $1,000 of Coverage - By Age									Terminated
Under 35	$0.05	$0.05	$0.05	$0.05	$0.05				
35 - 39	$0.08	$0.08	$0.08	$0.08	$0.08				
40 - 44	$0.12	$0.12	$0.12	$0.12	$0.12				
45 - 49	$0.19	$0.19	$0.19	$0.19	$0.19				
50 - 54	$0.33	$0.33	$0.33	$0.33	$0.33				
55 - 59	$0.53	$0.53	$0.53	$0.53	$0.53				
60 - 64	$0.71	$0.71	$0.71	$0.71	$0.71				
65 - 69	$1.11	$1.11	$1.11	$1.11	$1.11				
70 - 74	$1.93	$1.93	$1.93	$1.93	$1.93				
75+	$3.34	$3.34	$3.34	$3.34	$3.34				
Child Rate	$0.07	$0.07	$0.07	$0.07	$0.07				
Symetra Supplemental Life									
Premium Per $1,000 of Coverage - By Age									
Under 25						$0.05	$0.05	$0.05	1/1/2019
25 - 29						$0.05	$0.05	$0.05	
30 - 34						$0.05	$0.05	$0.05	
35 - 39						$0.08	$0.08	$0.08	
40 - 44						$0.12	$0.12	$0.12	
45 - 49						$0.19	$0.19	$0.19	
50 - 54						$0.33	$0.33	$0.33	
55 - 59						$0.53	$0.53	$0.53	
60 - 64						$0.71	$0.71	$0.71	
65 - 69						$1.11	$1.11	$1.11	
70 - 74						$1.67	$1.67	$1.67	
75 +						$2.90	$2.90	$2.90	
Child Rate						$0.07	$0.07	$0.07	

Appendix: 2016 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date
Beginning Balance	$2,046,544 [1]	$1,872,919	$1,882,503	$1,788,213	$1,887,918	$2,059,208	$2,019,043	$2,158,037	$2,049,320	$1,930,654	$1,954,332	$2,002,381	$2,046,544
Income													
City Contributions	$356,307	$354,407	$344,725	$356,833	$361,461	$354,767	$352,266	$353,440	$358,818	$351,149	$347,993	$384,510	$4,276,676
Employee Contributions [2]	102,878	99,505	98,628	101,902	99,451	106,154	100,635	102,073	100,403	93,509	104,888	108,565	1,218,592
Interest Income	0	0	0	0	0	1,167	0	0	0	2,068	0	0	3,235
Total	$459,185	$453,912	$443,353	$458,735	$460,912	$462,088	$452,901	$455,513	$459,221	$446,726	$452,881	$493,075	$5,498,503
Expense													
Medical [3]	$362,593	$246,207	$359,957	$158,721	$104,098	$320,557	$110,769	$388,145	$381,288	$233,640	$224,012	$224,320	$3,114,308
Stop Loss Reimbursements	0	0	0	0	0	0	0	0	(3,482)	(12)	(5)	(654)	(4,153)
Prescription Drug [3]	117,907	90,825	80,566	103,634	86,325	82,811	103,510	81,305	97,856	86,396	84,823	99,200	1,115,158
Dental Premium	26,380	26,572	26,234	26,190	26,767	26,830	26,048	25,942	26,310	26,174	25,622	25,710	314,780
Vision Premium	3,371	3,390	3,408	3,388	3,380	3,455	3,385	3,351	3,463	3,423	3,374	3,330	40,718
Life Premium	6,382	6,438	6,370	6,494	6,531	6,543	6,545	6,495	6,504	6,565	6,512	6,361	77,740
Stop-Loss Premium	38,474	38,008	38,205	37,168	38,191	38,394	37,961	37,758	37,378	38,035	37,073	37,493	454,138
Medical Administration	20,904	20,549	20,868	19,910	20,588	20,828	20,668	20,429	20,070	21,107	20,588	20,469	246,978
Special Events & Promotions	391	423	25	690	909	0	0	805	0	489	0	5	3,737
ACA Fees	56,408	0	0	0	0	1	2,771	0	0	0	0	0	59,180
Administration [4]	0	11,917	2,010	2,833	2,833	2,833	2,250	0	8,500	7,231	2,833	2,833	46,074
Total	$632,810	$444,329	$537,643	$359,030	$289,622	$502,253	$313,907	$564,230	$577,887	$423,048	$404,832	$419,067	$5,468,658
Operating Surplus/(Deficit)	($173,625)	$9,584	($94,290)	$99,706	$171,290	($40,165)	$138,994	($108,717)	($118,666)	$23,678	$48,049	$74,008	$29,845
Ending Balance	$1,872,919	$1,882,503	$1,788,213	$1,887,918	$2,059,208	$2,019,043	$2,158,037	$2,049,320	$1,930,654	$1,954,332	$2,002,381	$2,076,389	$2,076,389
Active/COBRA Lives	508	511	506	506	506	505	507	502	510	512	511	506	508
Retiree Lives	8	8	7	8	8	8	8	9	9	8	6	6	8
Total	516	519	513	514	514	513	515	511	519	520	517	512	516

[1] *Adjusted based on reconciliation to audited statements.*

[2] *Employee contributions include Retiree and COBRA contributions.*

[3] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.*

[4] *Administration expense includes "Equipment Operating" line item from financial statements.*

Appendix: 2017 YTD Financial Statement

	January	February	March	April	May	June	July	August	Year to Date
Beginning Balance	$2,076,389	$2,112,430	$2,180,225	$2,172,415	$2,187,934	$2,337,557	$2,591,421	$2,559,166	$2,076,389
Income									
City Contributions	$382,789	$388,721	$393,140	$383,559	$388,025	$390,655	$381,738	$380,168	$3,088,795
Employee Contributions[1]	105,030	105,769	113,827	110,416	108,762	112,229	111,995	108,500	876,528
Interest Income[2]	1,205	0	0	0	0	1,167	0	0	2,372
Total	$489,024	$494,490	$506,967	$493,975	$496,787	$504,051	$493,733	$488,668	$3,967,695
Expense									
Medical[3]	$247,651	$232,680	$291,957	$285,661	$160,360	$46,856	$344,740	$407,096	$2,017,001
Stop Loss Reimbursements	0	0	0	0	0	0	0	0	0
Prescription Drug[3]	91,332	91,422	111,429	89,338	86,075	102,744	81,966	79,863	734,169
Dental Premium	25,355	25,116	25,577	25,613	25,355	25,906	25,195	25,124	203,241
Vision Premium	3,240	3,276	3,299	3,324	3,326	3,398	3,320	3,346	26,529
Life Premium	6,446	6,417	6,425	6,396	6,322	6,495	6,459	6,455	51,415
Stop-Loss Premium	41,314	40,419	41,054	40,936	40,323	40,434	40,427	40,471	325,378
Medical Administration	20,799	21,125	21,290	21,249	20,838	20,961	21,043	21,002	168,307
Special Events & Promotions	108	2,832	1,708	5	5	5	5	5	4,673
ACA Fees	13,905	0	0	0	0	0	0	0	13,905
Administration[4]	2,833	3,408	12,038	5,934	4,560	3,388	2,833	36,452	71,446
Total	$452,983	$426,695	$514,777	$478,456	$347,164	$250,187	$525,988	$619,814	$3,616,064
Operating Surplus/(Deficit)	$36,041	$67,795	($7,810)	$15,519	$149,623	$253,864	($32,255)	($131,146)	$351,631
Ending Balance	$2,112,430	$2,180,225	$2,172,415	$2,187,934	$2,337,557	$2,591,421	$2,559,166	$2,428,020	$2,428,020
Active/COBRA Lives	504	506	506	501	501	504	497	494	502
Retiree Lives	6	8	8	8	10	10	10	10	9
Total	510	514	514	509	511	514	507	504	511

[1] *Employee contributions include Retiree and COBRA contributions.*

[2] *Interest income includes "Other Income" line item from financial statements.*

[3] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.*

[4] *Administration expense includes "Equipment Operating" and "Building Improvements" line items from financial statements.*

CITY OF JOPLIN
HISTORICAL HEALTH INSURANCE CHANGES
FROM 2011 TO 2018

CALENDAR YEAR	HEALTH INSURANCE CHANGE
2011	6.00%
2012	9.90%
2013	5.30%
2014	0.00%
2015	11.70%
2016	4.30%
2017	11.70%
2018	1.20%
8-YEAR AVERAGE	**6.26%**

Z&P Meeting: September 11, 2017
City Council Meeting: October 2, 2017

STAFF PLANNING REPORT

CASE 025-17 A request to apply District HP (Historic Overlay District) and list as a local landmark, the Reverend Harris Joplin Home

APPLICANT Jill Sullivan

LOCATION Spring Park, at the SW corner of 6th and Elm Streets

PRESENT ZONING R-1 (Single-Family Residential)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

This is a request by Jill Sullivan to nominate the site of the Reverend Harris Joplin Home as a local historic landmark. The property is located in Spring Park at the SW Corner of 6th and Elm Streets. This site is notated as being the approximate location of Reverend Joplin's Cabin on his approximately 80-acre estate.

In the 1840's the site was part of land owned by Revered Harris G. Joplin, the City of Joplin's namesake. Joplin's 80-acre estate includes much of what is currently known as "East Town" and what was historically Joplin City. The site's association with one of the City's founding fathers is significant.

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

The criteria include:

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

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

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

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

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

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

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

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

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

J. Its suitability for preservation or restoration.

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

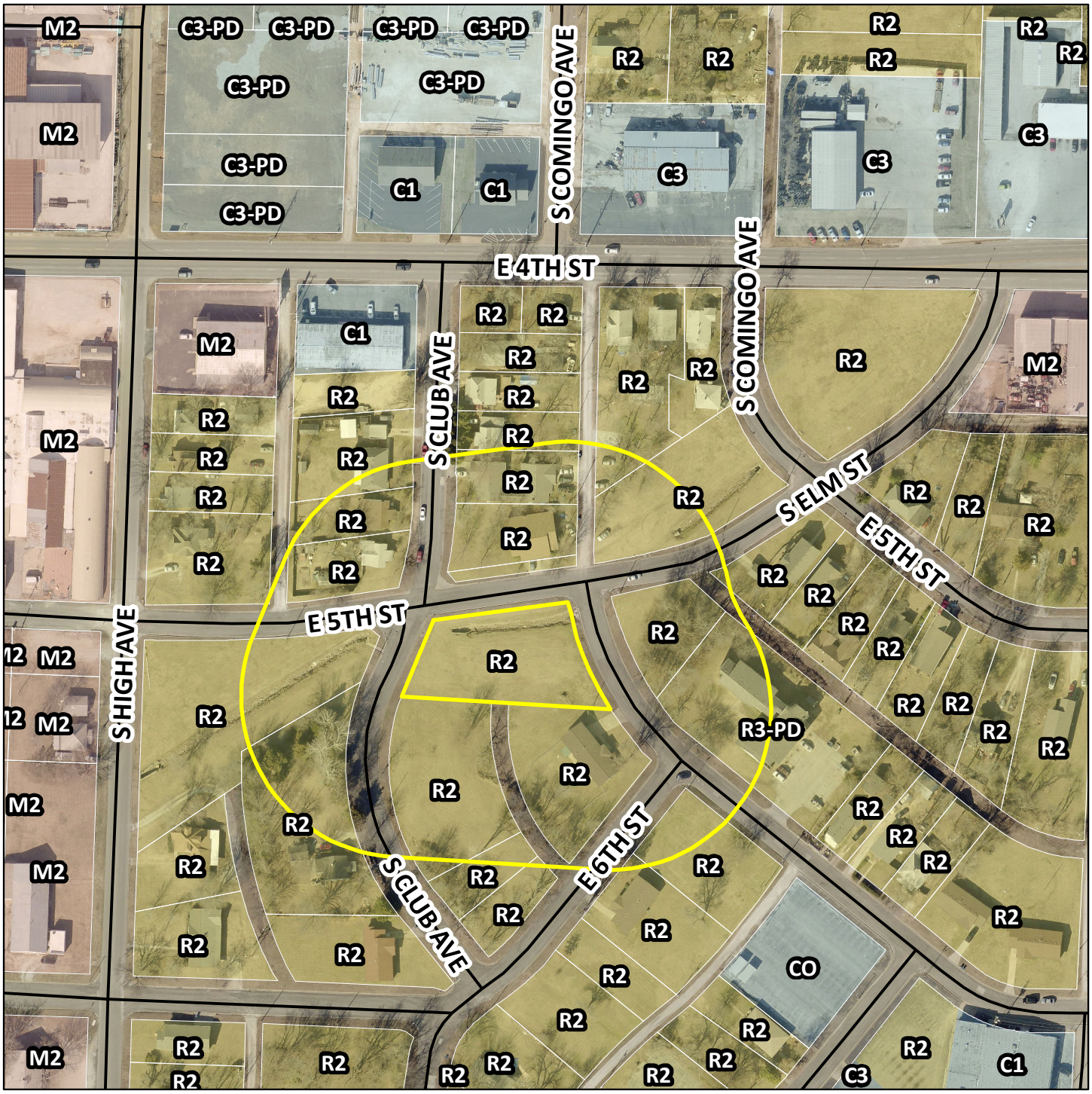
After review, staff believes the Reverend Harris Joplin Home meets Criteria B.

The Historic Preservation Committee recommended approval of Case 025-17.

Staff recommends approval of Case 025-17.

ENCLOSURES

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



Case 025-17: A Portion of Spring Park, located at the SW Corner of 6th and Elm Streets - A request to apply district HP (Historic Overlay District) to the site of the Reverend Harris Joplin Home - Jill Sullivan.

N

HISTORIC JOPLIN PRESERVATION COMMISSION

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

~~HPC~~ Case No. 025-17

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 10th + Elm
Property Name (historic or common): Harris Joplin Property

OWNER INFORMATION
Name: City of Joplin, MO Phone: 417-624-0820
Address: 602 S Main St Joplin MO 64801

FORM PREPARED BY (If other than owner)
Name: Jill Sullivan Phone: 417-365-1420
Address: 721 N Sergeant Ave Joplin MO 64801
Relationship to Owner: City Commissioner - Joplin Historic Preservation Commission
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: Vacant
Historic Use (if known): property of Reuben Harris Joplin
Public or Private: public Occupied or Unoccupied: Unoccupied/vacant

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: N/A
Architect and/or Builder (if known): N/A
Building Materials (foundation, walls, roof, etc.): N/A
Architectural Style: N/A
Site Description (property and surrounding area):

HISTORICAL SIGNIFICANCE

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

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

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

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

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

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

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

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

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

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

_____

_____

_____

10. Its suitability for preservation or restoration: _____

_____

_____

_____

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

SUPPORTING DOCUMENTS

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

Please submit completed nomination forms to:

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

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

Printed Name: Jill Sullivan

Signature: Jill Sullivan Date: _____

Attachment A

Historical Significance

This site meets the third criteria for nomination as an historically significant site, as described below.

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

In the 1840s, this site was a part of the land owned by Harris G. Joplin, the man from whom Joplin got its name.

Harris G. Joplin was born in Tennessee in 1810. He was orphaned at an early age, but managed to receive a "fair education" in the ministry. After being ordained a Methodist minister, he moved to the Springfield, Missouri area. He came to Jasper County in either 1839 or 1840. Although the land was sparsely settled at the time, Joplin organized the first Methodist congregation in the area and held service in his log cabin home, which once stood in this vicinity. He lived in the area for about five years and, due to "financial embarrassments," moved back to the Springfield area in 1845. The Reverend Harris G. Joplin died in 1847; his gravesite is unknown.

While in this area, the Reverend Joplin laid claim to about 80 acres in what is now known as Joplin's East Town neighborhood. The spring that ran through this claim became known as "Joplin's Spring" and the creek into which it fed became known as "Joplin Creek." As mining increased in the area, the mines became known as "Joplin Creek Mines," eventually shortened to "Joplin Camp." From its beginning, the mining camp was associated with the name of Joplin, if informally. Reverend Harris Joplin's friend and neighbor, John C. Cox, filed a plat for "Joplin City" in 1871, which formalized the name of the city. In 1873, Joplin City and Murphysburg incorporated as the City of Joplin.

Attachment B

Bibliography

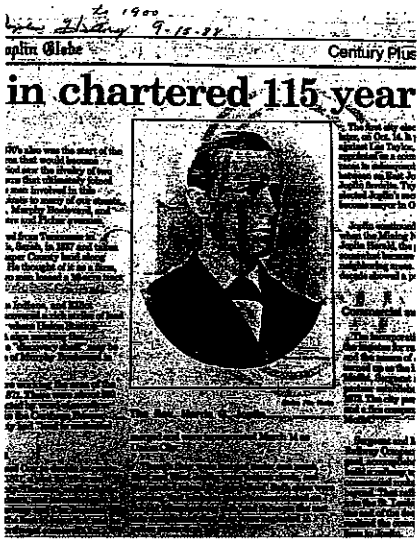
Following is a list of the resources used to complete this nomination. Please see Attachment D, "Supporting Documentation," for further details.

- *A History of Jasper County Missouri and Its People*, Joel T. Livingston, 1912
- *The Story of Joplin*, Dolph Shaner, 1948
- "Two Lusty Mining Camps Took Name of Minister to Establish City of Joplin, March 23, 1873," Joplin Globe, June 1958

Attachment C

Photographs

This is a photo of Reverend Harris G. Joplin that was printed in the Joplin Globe in 1988:



There are no known photographs of his cabin nor his property.

Attachment D

Supporting Documentation

Please see these articles or excerpts, which are attached as follows:

- *A History of Jasper County Missouri and Its People*, Joel T. Livingston, 1912
- *The Story of Joplin*, Dolph Shaner, 1948
- "Two Lusty Mining Camps Took Name of Minister to Establish City of Joplin, March 23, 1873," Joplin Globe, June 1958

of eight years young Cox moved with his parents to Tennessee and grew to manhood on the farm. In 1828 his father was elected sheriff of Jackson county, Tennessee, and held the position for six years. During the last three years of his term Mr. Cox, then having reached his majority, served as deputy.

Mr. Cox was married in 1837 to Miss Sarah Mercer and shortly after the marriage emigrated to Missouri, locating in Jasper county and making the long journey overland in company with a party of Tennesseeans.

When Center Creek township was organized, in 1841, Mr. Cox was appointed one of the two justices of peace and filled the position for many years. In 1850, on discovering the value of the land in the Joplin Creek valley, Mr. Cox entered and perfected the title to a section of land and on this the first mining of the original town of Joplin was done. In 1852 Mr. Cox filled the office of county surveyor.

During the war, although a slave holder, Mr. Cox was loyal to the Union and took no part in the conflict. But it was almost impossible to live in Jasper county and be neutral during the war and in 1863, after having been burned out by one of the many raiding parties he moved to Neosho and remained there until the close of hostilities, when he returned to the old homestead. In 1870 Mr. Cox leased a tract of land to Messrs. Moffet & Sergeant for mining purposes and from the royalties on the lead taken from his ground amassed a considerable fortune.

Mr. Cox Plats Joplin

In July, 1871, Mr. Cox platted the original town of Joplin and thus took the first steps toward making the young mining camp a permanent town. In 1875 he was elected one of the judges of the county court and made a high reputation for his honesty and fair dealing.

Rev. Harris Joplin

In 1839 the Rev. Harris Joplin, a Methodist minister, came to Jasper county from Greene county and built a cabin where now stands the Joplin Children's Home. There he entered about eighty acres of land lying on either side of the little stream which wends its way from the big Springs down to Joplin creek, which took its name because its headwaters ran through the reverend gentleman's farm (the course of Joplin creek at its head was changed by the digging of Picher's ditch). The Reverend Joplin organized at his cabin a Methodist church and conducted services here on Sundays until 1845, when he returned to Greene county, where he died in 1847, ignorant of the fact that his name and deeds would be perpetuated in the history of the great mining industry of Jasper county.

The Franklin School

During the 'forties a school district which embraced the greater portion of southwest Jasper county was organized and a log school built

Chapter II

JOPLIN PIONEERS

Before we start to build Joplin, it may be well to give some personal sketches of men who were at the "borning," and tell how Joplin Creek and Joplin got their names.

The first pioneers settling within the confines of what is now Joplin, were John C. Cox, (1838), Solomon Rothenbarger, in Castle Rock, (1839), Rev. Harris G. Joplin, (1839), and Robert J. Dale, who built at Seventh Street and Highview Avenue and married Olive Cox, a sister of John C. Cox. All erected log cabins, which were destroyed in the Civil War. In this story we are concerned principally with Mr. Cox and Rev. Joplin.

How Joplin Got Its Name

There is some uncertainty as to the exact spot, on which the man from whom the City of Joplin received its name, built his log cabin home. The location most acceptable, from several given in local histories, is "South of the Cemetery and near the spring." Probably this was on the high ground at the edge of the timber, which would be about one block east of Fourth and High Streets. The cemetery referred to is now the right field of the Miners' Baseball Park and the west part of the west lawn of the Children's Home. Men play ball and children scamper over old graves.

The map of the original survey of section corners made in 1844 shows Rev. Joplin's cornfield of about

30 acres at Fourth Street and St. Louis Avenue, but it does not spot his cabin. The land to which Rev. Joplin laid claim, but never received title, is said to have comprised about eighty acres.

The spring near Rev. Joplin's cabin became known as "Joplin's Spring," being on his claim. The creek into which the spring emptied was named "Joplin Creek." As lead mining increased along Joplin Creek the mines became known as "Joplin Creek Mines." This was shortened to the "Joplin Camp."

The reputation of the Joplin Camp having been established, naturally John C. Cox hurriedly adopted the name for his original "Joplin City" town site before the rival townsite on the west hill adopted the name.

Although Mr. Cox was glad to use the name of his former neighbor and friend for his townsite, it is likely it was not so named solely to honor him.

The filing of the plat of Joplin City, July 29, 1871, was the first matter of record in which the name of Joplin was used, and some claim this as the birthday of Joplin. However, the official incorporation of the City of Joplin was not until March 23, 1873.

The Reverend Joplin

It is a strange coincidence that the wild, wide open mining camp that at first had no law, should have taken the name of a devout preacher of the gospel of Christ. The following is a short personal sketch, (taken from histories of Jasper County) of the early missionary whose name became that of a great little city.

The Rev. Harris G. Joplin was born in Tennessee in 1810. He was one year older than his pioneer neighbor,

John C. Cox. They were both young men when they preempted land in present Joplin. Rev. Joplin was left an orphan at an early age. Despite the fact he was poor he acquired a fair education in his study for the ministry, the requirements for which were not so strict a century or more ago.

After being ordained as a Methodist minister, Rev. Joplin moved to Greene County, Missouri, near Springfield, where he married a Miss Sims. Two dates are given for his coming to Jasper County, one 1839 and one 1840. He organized the first Methodist congregation in this vicinity and held meetings in his small log cabin home and under the trees nearby. The section being sparsely settled, we may imagine that his congregations were very small.

He is described as an extraordinary man in many respects. "He had a clear, well trained voice, was highly excitable, deeply in earnest, and at times, grew most eloquent, holding his small audience spellbound. He was about 5' 8" tall and weighed about 160 pounds. His hair was kept short and his face was clean shaven, (odd for that period) and his complexion was light. He dressed neatly, (probably in home spun) and was of an amiable disposition.

"He was devoted, ambitious, and liberal to a fault, which caused him to become financially embarrassed, and made it necessary for him to dispose of his meagre belongings. It is said he worked slaves, but owned none. At the earnest solicitation of his friends in Greene County he returned there, where he died in the fall of 1847 at the age of 37."

The burial place of Rev. Joplin is not now known.

A son, W. F. Joplin, is buried in Union Cemetery, two miles south of Stotts City, Missouri. This son, like Jesse James, also the son of a preacher, became a member of Quantrill's gang of guerillas. He was a respected citizen after the war.

A grand niece of the Rev. Joplin, while visiting the city, stated that the family name was originally "Jopling." This was confirmed by Ezra Smith of Neosho, a descendant of one branch of Joplins. Imagine saying "I am from Jopling, sir."

Joplin's First Settler

John C. Cox, pioneer, who built the first mercantile establishment in the present city limits of Joplin, and about whose home and store centered the neighborhood activities for miles around from 1839 until 1871, was evidently a man of peculiar traits, notwithstanding his prominence and importance to the early establishment of civilization in the southwest portion of Jasper County. He was of rather quiet demeanor, with dark blue eyes, heavy dark eyebrows, dark hair, which afterwards turned to gray. He wore a beard and mustache, and sometimes in inclement weather he wore a shawl. He appreciated the honors bestowed upon him by the community, but made no active campaign for them, although he took an active part in politics in his early life. Being a man accustomed to hardships that accompanied the settlement of a wild section, he had considerable fortitude and forbearance. He was sturdy and determined and just to his fellow men.

John C. Cox was born in Burke County, North Carolina, September 6, 1811, and moved with his father to

History Files - Joplin History to 1900

June 1958

Two Lusty Mining Camps Took Name of Minister To Establish City of Joplin, March 23, 1873

By A. H. ROGERS

Joplin, today the commercial center and largest city of a trade area comprising the extreme southwestern corner of Missouri and adjacent portions of Kansas, Oklahoma and Arkansas, is the result of the union of two, lusty, turbulent and for a time bitterly hostile mining camps.

But, strangely enough, the city is named after a devout minister of the gospel who died many years before the beginning of the mining era and the founding of the city.

The Reverend Harris G. Joplin, a young Methodist minister who came from Tennessee by way of Greene county, Missouri, settled in what is today the city of Joplin around 1839. He presided over the first Methodist congregation in that district and held meetings in and near his log cabin which stood near the present day Joe Becker stadium.

Financial difficulties, however, forced him to return to Greene county, where he died in 1847. A son, W. F. Joplin, served with Quantrill's bushwhackers during the Civil War.

Still the pioneer minister's name remained with the spring near his home, and the creek which originated at Joplin's spring became known as Joplin creek. It was the discovery of rich deposits of lead ore along this stream that later led to a mining boom, the intense rivalry between the rival camps of Joplin City and Murphysburg and their eventual consolidation into modern Joplin.

Lead Discovered.

The first big strike of lead was discovered on land leased by the Reverend Joplin's neighbor, John C. Cox. Cox, who settled on Turkey creek in 1838, was the first settler to live within the present city limits of Joplin. In 1841 he became postmaster of the region's first post office, named Blytheville after Billy Blythe, a wealthy Cherokee [illegible] on Shoal creek were held here — in the back of a saloon.

Two Cities Thrive.

Both Joplin City and Murphysburg thrived and grew rapidly, but accompanying the influx of population and new business enterprises was an undesirable element — the gamblers, criminals and women of loose reputation always attracted to frontier mining communities.

No law and order was any closer to Joplin creek than the sheriff in the county seat of Carthage, and this situation made the two mining towns fertile soil for the depredations of the lawless element.

Saloons were open and busy 24 hours a day, Sundays and weekdays. The streets were littered with drunks. Fights with fists, knives or guns were common. Firing bullets through windows was a popular pastime. The winter of 1871-1872 was known as the "Reign of Terror."

Responsible citizens of both Joplin City and Murphysburg felt that the two towns must unite and establish a one-city government that could maintain law and order. In March of 1872 the Jasper county court issued an order incorporating the town of Union City out of the two mining camps of Joplin City and Murphysburg.

Union City put an end to the "Reign of Terror," but the new town was also short-lived. Citizens living east of Joplin creek were outraged when the old Blytheville post office was moved over to the west side. Many merchants would not pay their taxes, and the proprietor of a saloon took the matter to court, claiming that Union City was illegally incorporated.

The case was taken to Barton county on a change of venue and decided against Union City. Once more there were the two rival towns of Joplin City and Murphysburg.

However, there were renewed efforts to unite, and Patrick Murphy, the founder of Murphysburg, won over his Joplin City rivals when he suggested that the new town be named Joplin. On March 23, 1873, the state legislature passed a bill incorporating the city of Joplin, and this date has since been regarded as the birthday of Joplin.

Fittingly enough E. R. Moffet, one of the two miners making the lead strike that started the rush to Joplin Creek, was named by the governor to be the city's first mayor.

WENTWORTH TO SEE TWO FILMS ON MAIL SERVICE

WENTWORTH, Mo.—The post office department has made available to the Wentworth post office, two films, both of which will be exhibited free, at 7:30 p. m., Friday, June 27, at the Wentworth school.

One is entitled, "The Story of the U. S. Mail," the other is the familiar "Men, Mail and Machines," which has proven popular all over the country recently.

Although the public is invited to view the free showing of the films, Mrs. Floyd Jones, chairman of the Wentworth P.-T./A., urges all members of the organization to avail themselves of the opportunity to see what the post office department is doing to speed the delivery of the mail.

Free refreshments will be served, it was announced by Adrian Ockerby, postmaster.

AUTHORS WANTED BY N. Y. PUBLISHER

NEW YORK, N. Y.—One of the nation's largest book publishers is seeking book-length manuscripts of all types — fiction, non-fiction, poetry. Special attention to new writers. For more information, send for booklet N-24 — it's free. Vantage Press, 220 So. Michigan Ave., Chicago, Ill. (Main Office: New York.)

Ramsays
Dial MA 4-7355



WESTERN WEAR FOR FIESTA WEEK

BOYS'
7 to 12
Grey stripe Frontier Suit, s
or Pants. Authentic West
Pearl button
trim ..... each 3.

1-6x 2-Piece Pant and
Red and Black
Set ..... 2.

GIRLS'
2-6x—2-Piece Dale Evans
Fringe Trim
Each ..... 5.

7-14, 2-Piece Set Skirt and
Red and white fringe
trim ..... Set 3.

Ramsays
Dial MA 4-3355

END OF MONTH

C Cox. Cox, who settled on Turkey creek in 1838, was the first settler to live within the present city limits of Joplin. In 1841 he became postmaster of the region's first post office, named Blytheville after Billy Blythe, a wealthy Cherokee Indian living on Shoal creek.

Around 1850 or 1851 lead had been discovered on Cox's land by one of his slaves digging for fishing worms. Earlier discoveries are reported in 1848 and 1849, but the first rich strike was made in 1870 by John B. Sergeant and E. R. Moffet, later the first mayor of Joplin.

There was already a great deal of mining activity at Granby and Minersville or Oronogo, and Moffet and Sergeant were using a $500 award from the Granby Mining and Smelting Company, won for the most production from one shaft, to finance their search for ore along Joplin creek.

Legend states, however, that the two miners spent all their stake before making the strike and that they hit ore with borrowed blasting powder. Whether this story is true or not, their find started a rush by miners and would-be miners to the banks of Joplin creek.

Thousands of shafts were sunk along the once quiet little stream, and rival mining camps sprang up on opposite sides of the creek.

John Cox learned that Patrick Murphy, an enterprising Irish miner from Carthage, along with his associates, was buying land on the west side of Joplin creek for a townsite. Cox, therefore, filed his plat of Joplin City on the east side in order to have the first town.

Original Plat Filed.

Joplin City was filed on July 28, 1871. The plat of Murphysburg across the creek was filed on September 4, 1871. Murphy's associates were his partner, W. P. Davis; C. E. Elliott, an Englishman from Oronogo; and William Byers, a dealer in real estate. Murphysburg stretched from First to Fourth streets. The commercial thoroughfare of the new town was named Main street, and there were three residential streets named Joplin, Wall and Pearl.

However, Joplin City was 38 days older and had the advantage of the old Blytheville post office which was moved into a store building Joplin City also had the first hotels, saloons and schools. Even the first church services

MAIN FLOOR CORRAL

WHITE SUMMER JEWELRY
Necklaces, Bracelets, Earrings
Reg. 1.00, 2 for 1.00

LADIES' LEATHER BAGS
Reg. $5.98 to $10.95—NOW
3.88 to 8.88

NYLON HOSE
Irregulars of Values to $1.95
Seamless and Full Fashioned
Broken Sizes and Colors
39c Pair

LADIES' HANKIES
Linen Print and Plain White
Reg. 1.00 to 3.50 1/2 OFF

COTTON PRINT SKIRTS
Reg. 5.98, 3.88

LADIES' BLOUSES
REDUCED
Reg. 3.98 ..... 1.88
Reg. 5.98 ..... 2.88
Reg. 7.98 ..... 3.88

JANTZEN BATHING SUITS
REDUCED
18.95 ..... Now 13.49
19.95 ..... Now 14.49
22.95 ..... Now 16.49
25.00 ..... Now 17.49

Famous-Name Lingerie
REDUCED
Full Slips Reg. 5.95...3.95
Full Slips Reg. 6.95...4.95
Half Slips Reg. 3.95...2.50
Half Slips Reg. 4.95...3.49
Gowns Reg. 6.95.....4.95
Gowns Reg. 8.95.....5.95

STRAW BAGS
Beautiful Styles in Better Bags
All Shapes and Sizes
Reg. to 29.95 8.98 and tax

Men's Initial White Linen HANDKERCHIEFS
Reg. 50 to 1.50 1/2 PRICE

Large Selection Men's COTTON ARGYLE SOX
59c—2 Pairs 1.00

MEN'S LONG SLEEVE SPORT SHIRTS
Closeout—Plaids, Checks, Stripes
Small, Medium, Large
Reg. 6.98 to 8.98.....3.88
Reg. 5.00 .....2.88

MEN'S FINE COMBED Cotton HANDKERCHIEFS
Large Size White
Reg. 50c 25c

MEN'S Wash & Wear Slacks
Navy, Black, Brown, Charcoal
Special 5.98
2 PAIRS 11.00

2ND
Over 1,000
DRESSES
VALUES TO 19.98
8.88
VALUES TO 25.00
10.88
VALUES TO 35.00
14.88
VALUES TO 45.00
18.88

ANNEX CORRAL

Cannon Variegated Stripe Tea Towels. Fringed ends — terry means no iron. Limit 6 to a customer..... 39c

IMPORTED RAYON DAMASK TABLECLOTHS
52x52. Reg. 1.98 ..... 1.29
52x70. Reg. 2.98 ..... 1.98
64x84. Reg. 3.98 ..... 2.29

Napkins. Reg. 35c 25c
White, pink, green, gold.

Hi-lo loop pattern, nylon and viscose.
THROW RUGS

2 Corduroy Bedspreads, full size. 1 desert rose, 1 rust. Reg. 19.98 ...ea. 9.88

Heirloom Bedspread. 3 antique twin, 1 white twin, 3 antique full. Irregulars of 19.98 ..... 9.88

Quilted Polished Cotton Spreads. Full or twin — cocoa, pink, turquoise, blue, green. Reg. 12.98 7.88

Chromespun Acetate Quilted Spreads. Full, twin with gold mylar stripe—blue, pink white. Reg. 10.98.. 7.88

Moonglo Candy Stripe Cotton Summer Blankets. 70x90 2.98

Hundreds of Yards of Summer PIECE GOODS
1 group plain broadcloth — 6 plain, printed and embossed cottons.
Values to 1.29 yd. 49c yd.

36" to 39" Printed Powder Puff Muslins and Voiles
Values to 1.19 79c yd.

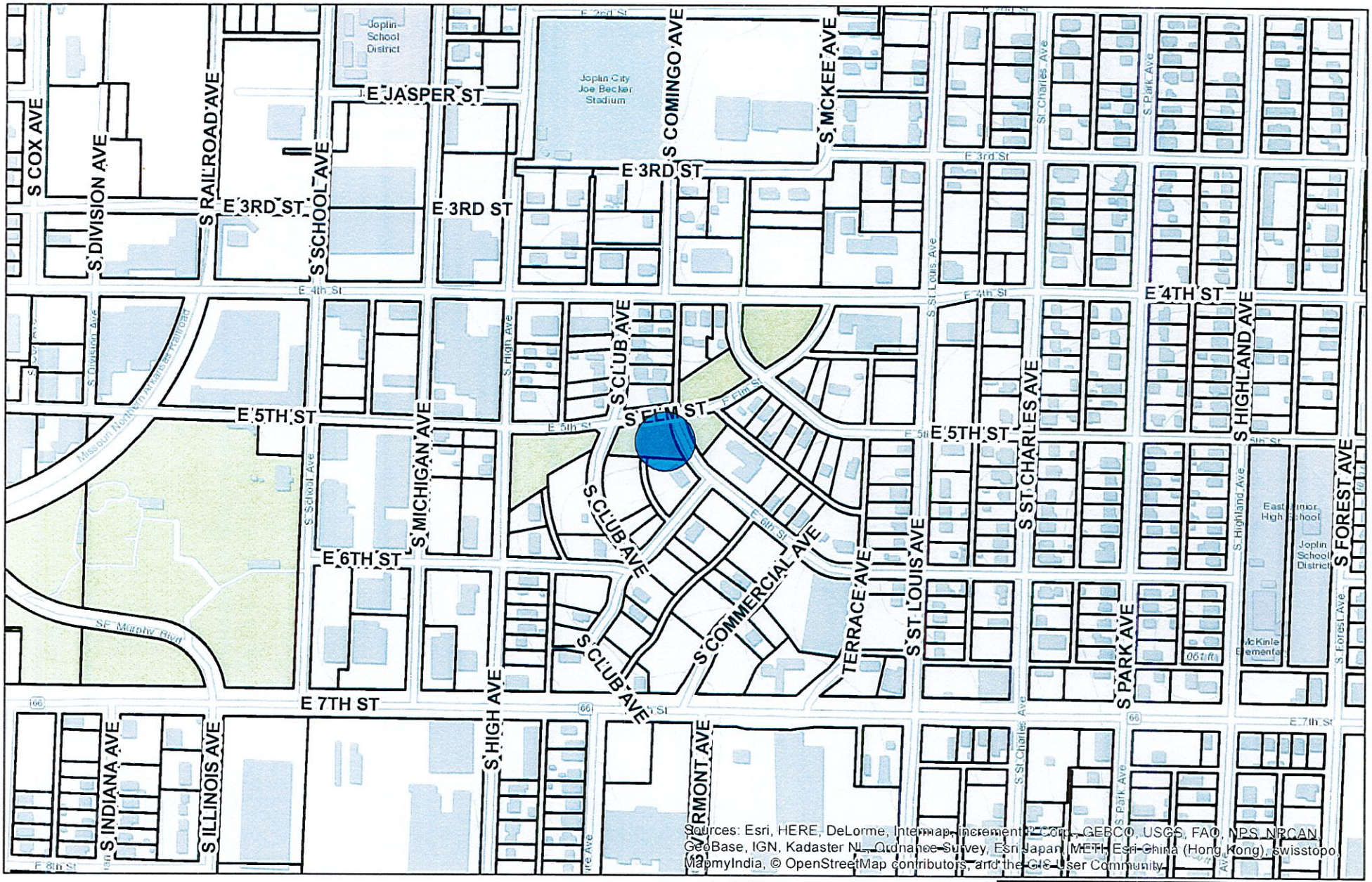
1 TABLE Assorted Fabrics
Cottons, acetates, rayons, miscellaneous fabrics

3RD
TODDLERS' PRINT DRESSES
Reg. 1.00 Each
3 for 1.00
1 to 3

TODDLERS' PIQUE HATS
1/2 PRICE

DOLL DRESS CLOSE OUT
Debby and Miss Nancy Ann
1/2 PRICE

PLASTIC



Date: 2/21/2017

1 " = 506 '

0 255 510 1,020 ft

N

Joplin City Limits

Joplin Streets

Jasper Parcels

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-273
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-273
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 09/11/17

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

SUMMARY/REQUEST:
Case 025-17: A Portion of Spring Park, located at the SW Corner of 6th and Elm Streets - A request to apply district HP (Historic Overlay District) to the site of the Reverend Harris Joplin Home - Jill Sullivan.

STAFF SUMMARY:
This is a request by Jill Sullivan to nominate the site of the Reverend Harris Joplin Home as a local historic landmark. This site is the approximate location of Reverend Joplin's Cabin on his approximately 80-acre estate. In the 1840's the site was part of land owned by Revered Harris G. Joplin, the City of Joplin's namesake. Joplin's 80-acre estate includes much of what is currently known as "East Town" and what was historically Joplin City. The site's association with one of the City's founding fathers is significant.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark. Staff believes the Reverend Harris Joplin Home meets Criteria B: Its location as a site of a significant local, county, state, or national event.

The Historic Preservation Committee recommended approval of Case 025-17.

Staff recommends approval of Case 025-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Jill Sullivan, 721 North Sergeant, Joplin, MO. She spoke in support of the nomination. She is also representing the Historic Preservation Commission. The parcel is a portion of the Reverend Harris Joplin Estate. It is believed to be the approximate location of his cabin home.

The whole parcel, which is owned by the City, was included in the request and would still be maintained by the City of Joplin.

PUBLIC COMMENT: None.

P & Z Case 025-17
Jill Sullivan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Reverend Harris Joplin Home as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located SW Corner of 6th and Elm Streets in the City of Joplin, Jasper County, Missouri.

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

A PORTION OF A TRACT OF LAND KNOWN AS SPRING PARK, LOCATED SOUTH OF ELM STREET, WEST OF 6TH STREET, NORTH OF LOTS 100 & 101, AND EAST OF CLUB AVENUE. IN SPRING PARK ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 025-17
Jill Sullivan
(P & Z Recommended Approval)

Case 025-17: A portion of Spring Park, located at the SW corner of 6th and Elm Streets- A request to apply District HP (Historic Overlay District) to the site of the Reverend Harris Joplin Home - Jill Sullivan.

Mr. Duncan opened the public hearing and asked if there was anyone to speak on this case.

Ms. Jill Sullivan, 721 North Sergeant, Joplin, MO appeared before the Planning and Zoning Commission speaking in support of this nomination. She is also representing the Historic Preservation Commission. The parcel is a portion of the Reverend Harris Joplin Estate, and is believed to be the approximate location of his cabin home. Ms. Sullivan gave background information on how Joplin received its name and the importance of the landmark to Joplin's culture and history.

Mr. Duncan stated he had a question. He was not sure from the map; how much land is going into the Historic District? The whole parcel or just a piece for the sign.

Mr. Bolander replied the parcel that is outlined is included in the request.

Mr. Duncan wanted to know if it was a lot or a lot and half.

Mr. Bolander stated it was a lot.

Mr. Cortez asked whether the lot would be maintained by the City of Joplin?

Ms. Sullivan stated the City already owned the lot and maintains the area.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this designation. Is there anyone to speak in opposition of the designation request. There was none.

Mr. Duncan Closed the Public Hearing.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MR. CORTEZ, THAT CASE 025-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS, AND MS. STEELE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

P & Z Case 026-17
Jill Sullivan
(P & Z Recommended Approval)

Case 026-17: A tract located approximately 750 feet north of Broadway St. and 75 feet west of Murphy Blvd. – A request to apply District HP (Historic Overlay District) to the site of the First Major Lead Strike – Jill Sullivan.

Ms. Jill Sullivan, 721 North Sergeant, Joplin, MO. This nomination is for the First Major Lead Strike on Moffet and Sergeant. This site is the approximate location of the discovery shaft that started the mining boom in Joplin. Without this mine, Joplin would not be what it is today.

Mr. Duncan asked if there were questions. He understands there will be historical markers or signs but will there be a memorial.

Ms. Sullivan stated they would be story board signs. There will be an explanation on the sign stating why it was designated and the significance of the site.

Mr. Duncan asked if there anyone else to speak in favor the zoning request. There was none.

Mr. Ramsour asked staff if there was any way for a small parking lot to be put on the west side so people can park and read the sign?

Mr. Bolander stated that he could look into that, but can't promise anything. He thought it was a good idea.
Mr. Duncan stated to put that in the minutes and possible for Mr. Bolander to check into that and report back next month's meeting. Is there anyone else to speak in opposition of this zoning request? There was not.

Mr. Duncan Closed the Public Hearing.

MR. RAMSOUR MOVED, SECONDED BY MRS. STEELE, THAT CASE 026-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS, AND MS. STEELE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

Z&P Meeting: September 11, 2017
City Council Meeting: October 2, 2017

STAFF PLANNING REPORT

CASE 026-17 A request to apply District HP (Historic Overlay District) and list as a local landmark, the First Major Lead Strike.

APPLICANT Jill Sullivan

LOCATION 750 feet north of Broadway St. and 75 feet west of Murphy Blvd.

PRESENT ZONING M-2 (Heavy Industrial)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

This is a request by Jill Sullivan to nominate the site of the First Major Lead Strike as a local historic landmark. The property is located across the street from Landreth Park and is the approximate location of the Sergeant and Moffet Lead Strike. There are multiple stories of origin for the lead strike, but this location is the most agreed upon.

The site serves as the location of the first major lead strike of 1870. Two men, Moffet and Sergeant discovered $60,000 worth of lead in August of 1870. Their strike helped Joplin grow rapidly and become the center of the Tri-State Mining District. As the application states, “the lead strike was not a defining moment in Joplin’s history, but perhaps the defining moment in its history.

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

The criteria include:

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

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

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

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

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

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

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

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

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

J. Its suitability for preservation or restoration.

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

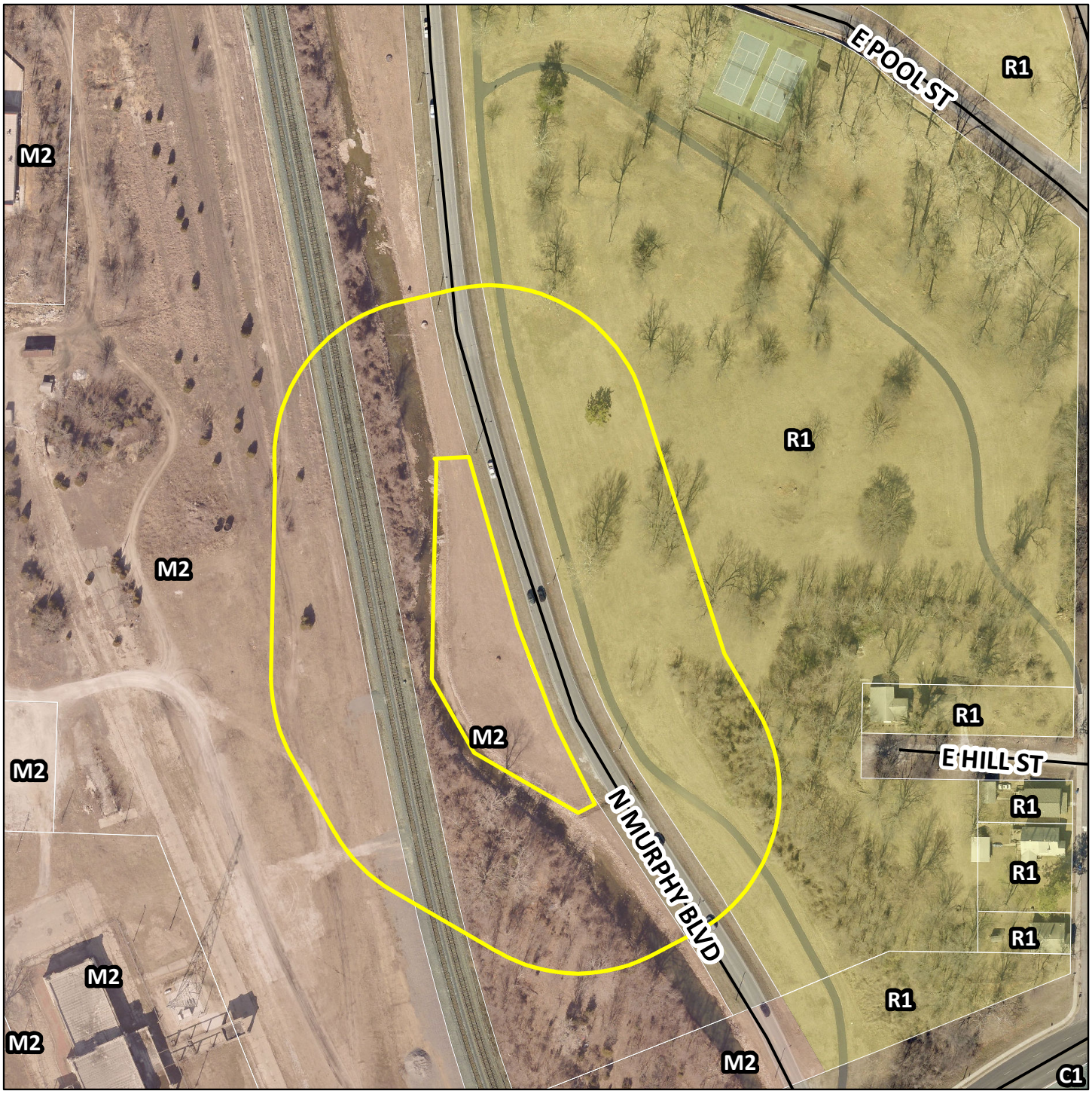
After review, staff believes the First Major Lead Strike Nomination meets Criteria B.

The Historic Preservation Committee recommended approval of Case 026-17.

Staff recommends approval of Case 026-17.

ENCLOSURES

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



Case 026-17: A tract located approximately 750 feet north of Broadway St. and 75 feet west of Murphy Blvd. – A request to apply District HP (Historic Overlay District) to the site of the First Major Lead Strike – Jill Sullivan.

N

HISTORIC JOPLIN PRESERVATION COMMISSION

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

Case No. 026-17

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION

Address: _____

Property Name (historic or common): First Major Lead Strike

OWNER INFORMATION

Name: City of Joplin Phone: 417-624-0820

Address: 602 S Main St Joplin MO 64801

FORM PREPARED BY (If other than owner)

Name: Jill Swinburn Phone: 417-365-1420

Address: 721 N. Sergeant Ave Joplin MO 64801

Relationship to Owner: City Commissioner — Joplin Historic Preservation Commission

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: Vacant

Historic Use (if known): mining land — first major lead strike

Public or Private: Public Occupied or Unoccupied: unoccupied / vacant

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: N/A

Architect and/or Builder (if known): N/A

Building Materials (foundation, walls, roof, etc.): N/A

Architectural Style: N/A

Site Description (property and surrounding area): _____

HISTORICAL SIGNIFICANCE

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

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

2. Its location as a site of a significant local, county, state, or national event: Please See "Attachment A"

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

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

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

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

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

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

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

_____

_____

_____

10. Its suitability for preservation or restoration: _____

_____

_____

_____

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

SUPPORTING DOCUMENTS

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

Please submit completed nomination forms to:

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

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

Printed Name: Jill Sullivan

Signature: _____ Date: _____

ATTACHMENT A

HISTORICAL SIGNIFICANCE

This site meets the second criteria for nomination as an historically significant site, as described below.

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

Although lead was discovered in Joplin before the Civil War, it wasn't until 1870 that the first major lead strike was made. As published in the *Joplin Missouri Historical Guide* (which is distributed by the Joplin Convention and Visitors Bureau) the first major lead strike may be described as such:

"In August 1870, two miners, Elliot Raines Mofffet and John B. Sergeant, leased a ten-acre tract near Joplin Creek from John C. Cox. They sank a discovery shaft that reportedly produced $60,000 worth of lead. More importantly, this strike became a defining moment in Joplin history, sparking the mining boom that would continue for 75 years."

Moffet and Sergeant's strike led to further development and rapid growth of the City of Joplin. Thousands of people came to Joplin, hoping to make a fortune like Moffet and Sergeant. Some succeeded, while others did not. Nonetheless, the wealth generated by mining operations established and supported local businesses and banks, brought in the railroads, and helped establish Joplin as the center of the 2,500-square-mile Tri-State Mining District. Because of the boom that followed this strike, people stayed in Joplin and made lives for themselves.

Moffet and Sergeant's strike was not *a* defining moment in Joplin's history, but perhaps *the* defining moment in its history, thus making it most significant and worthy of recognition as an historical site.

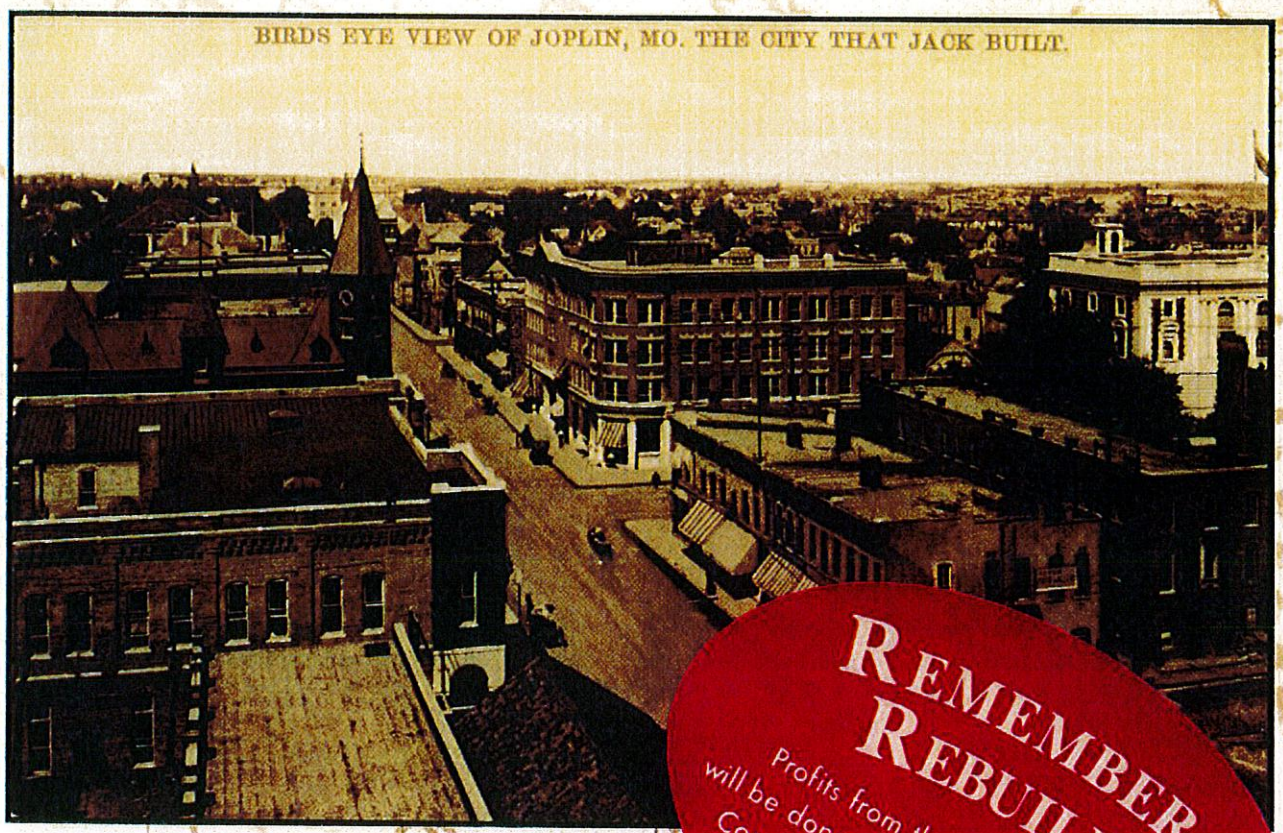
ATTACHMNT B

BIBLIOGRAPHY

- *Joplin Postcard History Series* by Leslie Simpson
- *Joplin, Missouri Historical Guide* published by the Joplin Convention and Visitors Bureau
- *The Story of Joplin* by Dolph Shaner

POSTCARD HISTORY SERIES

Joplin



REMEMBER. REBUILD.

Profits from the sale of this book will be donated to the Joplin Chamber of Commerce Business Recovery Fund.

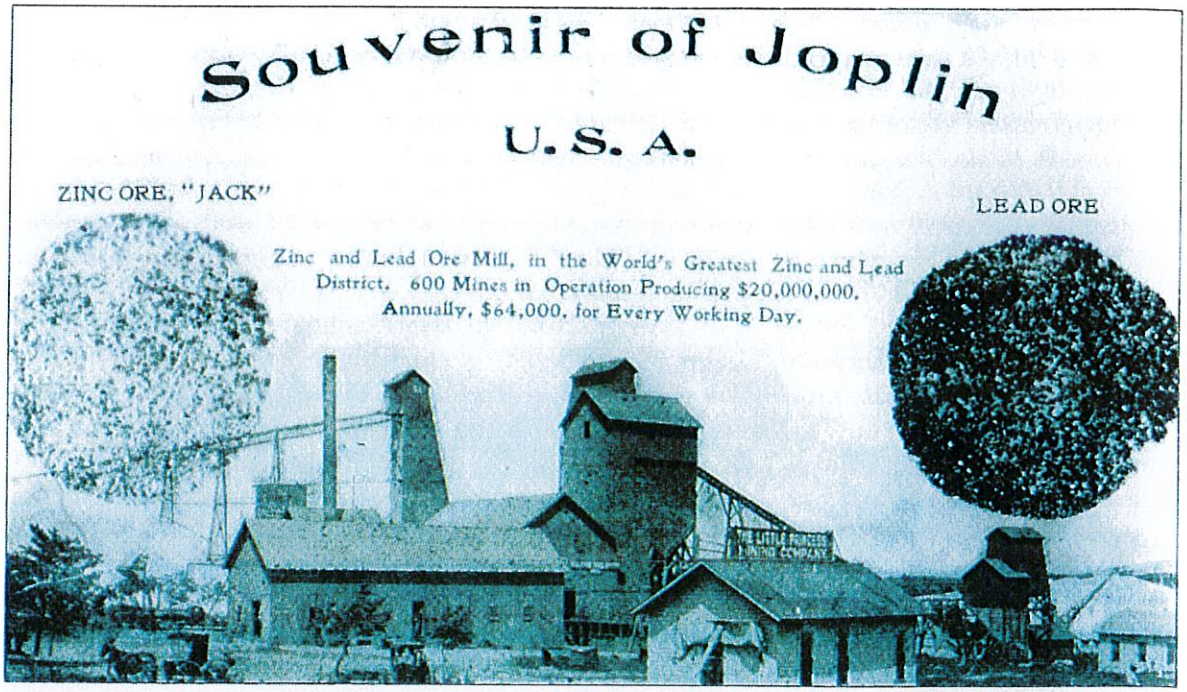
Leslie Simpson

One

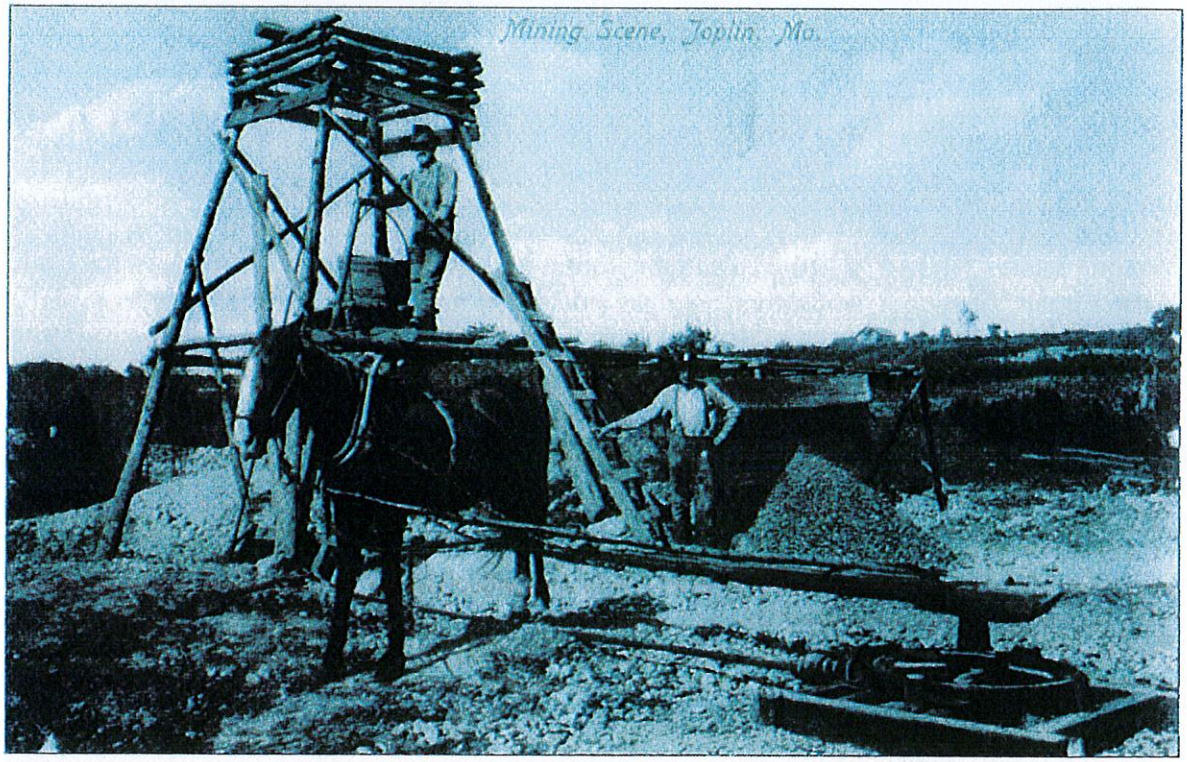
From the Ground Up

The mining boomtown of Joplin grew by leaps and bounds after its incorporation in 1873. The biggest impetus for growth and development came with the arrival of the railroads a few years later. An assortment of towns and camps in Missouri, Kansas, and Oklahoma comprised the 2,500-square-mile region called the Tri-State Mining District; Joplin served as its center. Joplin claimed to have more wealth per capita than any other city its size in the state. In 1897, the "Klondike of Missouri" produced more capital than the gold mines of Alaska. Contemporary historian Thomas Millard poetically described the mining operations around Joplin as a "wilderness of smoking funnels standing against the sky like a limbless forest," and he went on to say, "pervading it all, the indelible impression of restless, untamable energy." As poor miners became wealthy overnight, Joplin bristled with excitement. Every Saturday night, miners, operators, landowners, and ore buyers gathered at the hotels and banks to settle accounts. The already-crowded sidewalks became impassable as thousands more poured into town from outside camps. Banks remained open until 11:00 p.m., and most businesses closed at midnight. Men liberally patronized the gambling halls, saloons, and other facilities that offered amusement. According to Millard, although an occasional street brawl broke out, the crowds were surprisingly well behaved. He claimed that the superior character of the miners in the district was due to the fact that most were from nearby farms and villages. Cash was not the only legal tender in those days. Miners routinely paid theater admission or purchased supplies by depositing chunks of lead in collection boxes. Even children gathered minerals from waste dumps; these shiners could be traded at the grocery store for 5¢ worth of candy.

In 125 years of Tri-State mining history, an estimated half-billion rock tons were mined in the region. Two world wars helped the local economy with increased demand for lead bullets and zinc for brass shell casings. Peacetime use of these minerals included lead for batteries, plumbing supplies, paints, high-octane gasoline, cable sheathing, and bearings. Zinc was needed for galvanized iron and steel goods and zinc oxide for tires and pharmaceuticals. Other valuable mine output included cadmium, germanium, and sulfuric acid.



Miners Elliot R. Moffet and John B. Sergeant sparked a mining boom that put Joplin on the map. In 1870, they struck a rich vein that produced more than $60,000 worth of lead ore in the first 90 days. They erected 14 smelters in the Joplin Creek valley. Wagons hauled the lead pigs from the smelters to Kansas City for distribution to manufacturers of bullets, pottery, paint, glass, and pipes. (Courtesy of Rodney Blaukat.)



Prospectors streamed into the area. There were no roads, so they came by horse, mule, covered wagon, or on foot. There were no places to live. John Cox platted the town of Joplin on the east side of Joplin Creek in 1871, and Patrick Murphy and W.P. Davis platted Murphysburg on the west side. The rival settlements merged and incorporated as the town of Joplin on March 23, 1873. (Courtesy of the Joplin Public Library.)

JOPLIN MISSOURI CVB
The Midwest at its Very Best

222 West 3rd
Joplin, Missouri 64801
800•657•2534

MISSOURI
Where the rivers run



JOPLIN
missouri
Historical Guide

Joplin Convention
and Visitors Bureau
222 West 3rd
Joplin, Missouri 64801
800-657-2534
www.visitjoplinmo.com

Joplin architectural firm of August and Alfred Michaelis built the 4,000-seat, yellow brick building at a cost of $250,000. Tragically, Alfred's career came to an abrupt halt when he died from injuries received in a fall from the gallery loft, while doing a final inspection. Bob Hope, Paul Harvey, Mae West, Gene Autry, and the Harlem Globetrotter's are just a few of the well-known performers who have appeared at Memorial Hall. Monuments to World War II and Vietnam War veterans are located on the grounds. (212 West 8th)

6. Joplin High School (1917)

Joplin High School, which weathered flu and smallpox epidemics as well as two world wars, was the city high school for fifty years. Constructed principally of red brick and trimmed in terra cotta, the building cost $350,000. Some famous graduates include Alex Bliedung (John Beal), Bob Cummings, and Dennis Weaver. For a period of time, the building was also the home of Joplin Junior College. (310 West 8th)

7. Bonnie & Clyde garage apartment (1933)



Clyde Barrow, Bonnie Parker, Buck and Blanche Barrow and W.D. Jones rented an apartment at 3347 ½ Oak Ridge Drive in Freeman Grove. On April 13, 1933 two local police officers lost their lives in a gunfight with the notorious gangsters. At 4:00 p.m. that day, officers from the Joplin Police Department and Newton County approached the two-story garage apartment. They believed that the occupants might have been bootleggers. The outlaws in the apartment opened fire on the officers. Joplin detective Harry McGinnis and Newton County Constable J. W. Harryman were shot and killed. The Barrow gang broke out and fled at a high rate of speed. In their haste they left behind the famous roll of Kodak film that provided the public and the law enforcement officers with their first glimpse of the infamous gang. The photographs became one of the most important documents of their criminal history. They also left behind some costume jewelry, which is on display at the Joplin Museum Complex. (34th and Oak Ridge)

8. First major lead strike (1870)

In August 1870, two miners, Elliot Raines Moffet and John B. Sergeant, leased a ten-acre tract near Joplin Creek from John C. Cox. They sank a discovery shaft that reportedly produced $60,000 worth of lead. More importantly, this strike became a defining moment in Joplin history, sparking the mining boom that would continue for 75 years. (near the Vernon Sigars viaduct)

9. Thomas Hart Benton's mural, "Joplin at the Turn of the Century" (1973)

Renowned Missouri artist Thomas Hart Benton painted a mural depicting early Joplin and its mining history. Originally put on display on February 3, 1973, the mural was part of the Joplin Centennial celebration. Benton began his professional artistic career in Joplin as a cartoonist for the *Joplin American* newspaper. (located in the Joplin Municipal Building, 303 E. 3rd)

10. Connor Hotel (1906-07)



This 210-room European-style hotel was built by Irish immigrant Thomas O'Connor. From the beginning, the $750,000, eight-story hotel became THE meeting place for Joplin and area residents. In 1929, Kansas City hosteler Barney Allis doubled the size of the hotel by constructing a west wing. By the 1960s, the grand hotel was in a state of decline. In 1978, one day before its scheduled demolition, the building unexpectedly collapsed, trapping three workmen beneath the rubble. National media attention covered the tragic event as rescuers worked around-the-clock in hopes of saving the

The Story of
JOPLIN

DOLPH SHANER

dance. This incident transpired at Leadville Hollow, two miles west of Joplin, and those mines prior to the war were the best payng in the County."

North's *History of Jasper County* (1883), gives Campbell credit (page 392) for the discovery in 1849, without the location, and on page 486 credits the story of William Tingle as the discoverer in 1848.

Livingston's *History of Jasper County* (1912), is the third oldest record, and moves David Campbell from Joplin Creek to Leadville Hollow and says Campbell, with William Tingle, made the discovery in 1849, and dug up the same 100 pounds of lead that Tingle dug, and opened mines in partnership with Campbell; who, Livingston says, was a relative of Tingle.

Livingston also verifies the Negro lad's discovery but gives no date. He names the boy "Pete."

Sufficient to know; lead *was* discovered.

Early Lead Mining In Southwest Missouri

Lead mining had been carried on to a limited extent in Southwest Missouri since the early fifties. Mining ceased during the Civil War and did not resume until several years after its close.

Transportation of pig lead to a market was a great handicap. The first was by oxen and horses as far as Sedalia and Boonville, Missouri. As the railroad from St. Louis came nearer, the mining and smelting of lead grew in importance. There was much activity at Minersville (Oronogo) and at Granby before the rush to Joplin Creek. Miners were encouraged to open new prospects by the Granby Mining & Smelting Company, the first mining corporation in the district, operating first

at Granby and Oronogo and later at Joplin as early as 1869.

The Granby Company offered rewards at Oronogo to miners making the greatest production from one shaft. One of these awards of $500 was won by E. R. Moffet and John B. Sergeant. They used this as a stake to help them find a mine in the Joplin Creek Valley. Fortune again smiled on them, and continued to smile on them, for they both became prominent and wealthy. They were valued citizens of the new camp and of the city they contributed so much to build. Streets and additions are named for them. E. R. Moffet became the first mayor of the City of Joplin.

The Discovery Shaft

In looking about for land to mine on their own, Moffet and Sergeant chose and secured a lease dated October 1, 1870 from John C. Cox on about ninety acres on Joplin Creek. They located their first shaft south and west of the "Nigger Diggins" to be nearer the Creek and water. The location, ultimately, was fortunate. They encountered hard ground and fought water. The outlook was blue. There is a tale told by Livingston, but not vouched for, that they ran out of "giant" powder and had to borrow enough for one more shot before abandoning the effort. If this is true, imagine their elation when they began hoisting the precious heavy ore.

They immediately erected a wood-fired lead furnace in order to reduce the ore to metal for easy shipment and sale. Their operations expanded rapidly and profitably. They later built a large modern smelter at Lone Elm, costing $300,000, and stood helpless as it was consumed in flames.

John C. Cox sold the fee to the land leased to Moffet and Sergeant December 23, 1871, to the Joplin Mining and Smelting Company for $13,672. A cash payment of $2,500 was made and a mortgage given on the land for the balance.

The Rush Is On

The news of rich strikes of lead near the surface on Joplin Creek spread rapidly, despite poor communications. Many newspapers were established following the Civil War. These helped spread the information.

Men were told that only hand tools were necessary to start a mine. A pick and shovel, windlass, rope and a "bucket." An axe provided cribbing and firewood. So the fortune hunters streamed into Joplin Creek Valley without adequate equipment, ignorant of conditions, and without the slightest knowledge of or experience in mining. This sort of men thought lead could be found wherever a man dug, and they began digging frantically wherever they could get a permit from the land owner. When hard ground was struck, requiring blasting, they moved to another spot. They had no capital for hard rock mining.

Floaters and surface gougers soon left after they found lead was not lying around in chunks. The hundreds of abandoned shallow shafts and dumps was evidence of their efforts; more experienced and better equipped miners persisted in their work and many were rewarded.

The prospector took the opportunity of free enterprise that was offered, and became a mine operator if he was lucky, or continued in his digging for a "strike"

as long as he could buy food, or as long as he found someone willlng to "grub-stake" him.

A Mushroom Mining Camp

Within a few months after the first news of the Moffet and Sergeant strike became known, four hundred to five hundred men were digging up and down Joplin Creek. Some came on horseback and others in wagons drawn by oxen or horses. They built pole shelters, brush covered, and log shanties, while some slept in their wagons or in the open.

Other rich strikes were made and the lead turned into money. The land owners soon organized to buy the lead to encourage the miners, and lead furnaces were built to smelt it into pigs for hauling to the nearest railroad.

Early Mining Methods

One can get a fair idea of the methods used by lead prospectors in the early days if he will visit the Mineral Museum in Joplin's Schifferdecker Park, where every device used is on exhibition. A Carthage paper, in 1871, advised the unemployed to go to Joplin Camp and "dig"; thus, their operations were "diggings" or rather "diggin's." A mine was also called a "prospect" until it began paying dividends, then it became a real mine.

Shaft sinking was the only method of prospecting. There was no prospect drilling by steam drills. The hard rock miners provided themselves with hand steel, or drills, and a striking hammer, a spoon and tamping rod. One man turned the drill and cleaned out the hole while his buddy swung the long-handled hammer. The

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-274
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-274
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 09/11/17

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

SUMMARY/REQUEST:

Case 026-17: A tract located approximately 750 feet north of Broadway St. and 75 feet west of Murphy Blvd. - A request to apply District HP (Historic Overlay District) to the site of the First Major Lead Strike - Jill Sullivan.

STAFF SUMMARY:
This is a request by Jill Sullivan to nominate the site of the First Major Lead Strike as a local historic landmark. The property is located across the street from Landreth Park and is the approximate location of the First Major Lead Strike. Without this mine, Joplin would not be what it is today.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark. Staff believes the First Major Lead Strike property meets Criteria B: Its location as a site of a significant local, county, state, or national event.

The Historic Preservation Committee recommended approval of Case 026-17.

Staff recommends approval of Case 026-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Jill Sullivan, 721 North Sergeant, Joplin, MO. She spoke in support of the nomination. She is also representing the Historic Preservation Commission. The site serves as the location of the first major lead strike of 1870. Two men, Moffet and Sergeant discovered $60,000 worth of lead in August of 1870. Their strike helped Joplin grow rapidly and become the center of the Tri-State Mining District. As the application states, "the lead strike was not a defining moment in Joplin's history, but perhaps the defining moment in its history."

PUBLIC COMMENT: None.

P & Z Case 026-17
Jill Sullivan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-274 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Site of the First Major Lead Strike property as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located at which a tract of land 750 feet north of Broadway Street and 75 feet west of Murphy Boulevard, in the City of Joplin, Jasper County, Missouri.

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

AN APPROXIMATELY .7 ACRE TRACT OF LAND LYING IN THE NW ¼ OF THE SW ¼ OF THE NW FRACTIONAL ¼ OF SECTION 2, TOWNSHIP 27 NORTH, RANGE 33 WEST JOPLIN, JASPER COUNTY, MISSOURI. SHOWN AS BLOCK NUMBER 13 ACCORDING TO PLAT SHOWING PROPERTY OF THE JOPLIN CONSOLIDATED MINING COMPANY, JOPLIN, JASPER COUNTY, MISSOURI.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 027-17
Roderick D. Harsh
(P & Z Recommended Approval)

Case 027-17: Jackson Ave, intersecting Glendale Rd. and Riverside Dr. – A request to apply District HP (Historic Overlay District) to Jackson Avenue Low Water Bridge – Roderick Harsh.

Roderick Harsh, 1200 North Range Line Rd., Joplin, MO. He recalled crossing the low water bridge going to the falls and that four generations of his family enjoyed crossing that bridge. The bridge has served its role for 98 years. Per the City Public Works Department, the bridge sees over 800 crossings per day. It has been through 100's of floods and has no weight restrictions. This historic structure needs to be saved.

Mr. Duncan asked if there were any questions from the Commission. He asked if the City owns the bridge currently and will maintain it?

Mr. Harsh stated that was correct.

Mr. Bolander stated that the City will continue to maintain it. After the construction of the new bridge, Low Water Bridge will serve as a pedestrian crossing in the City's Trail System.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this zoning request. There was none. Is there anyone to speak in opposition of this request? There was not.

Mr. Duncan Closed the Public Hearing.

MR. CORTEZ MOVED, SECONDED BY MRS. BRUECKNER-SEARS, THAT CASE 027-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS, AND MS. STEELE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

Z&P Meeting: September 11, 2017
City Council Meeting: October 2, 2017

STAFF PLANNING REPORT

CASE 027-17 A request to apply District HP (Historic Overlay District) and list as a local landmark, the Jackson Avenue Low Water Bridge

APPLICANT Roderick Harsh

LOCATION Jackson Avenue, intersecting Glendale Road and Riverside Drive

PRESENT ZONING N/A – Surrounding parkland is zoned R-1 (Single-Family Residential)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

This is a request by Roderick Harsh to nominate the Jackson Avenue Low Water Bridge as a local historic landmark. The property is located on Jackson Avenue, where it intersects Glendale Road and Riverside Drive. This bridge has served for 98 years as a vehicular bridge for tourists and residents.

D. O. Witmer, a local real estate developer and philanthropist was originally going to construct the Low-Water Bridge himself. He later donated the 55 acres of land on both sides of the river to the City of Joplin. As part of this arrangement, the City agreed to construct the bridge and convert the land into a park which remains to this day. McIndoe Park has served as a recreational area for the nearly 100 years that followed.

The Low Water Bridge and the park have co-existed for nearly a century, and many generations have grown-up and enjoyed the scenic vistas of the park while slowly crossing the river. Specifically, the bridge provides a unique sightline not afforded elsewhere on Shoal Creek. The Bridge provides the only view of the center of Shoal Creek at pedestrian level.

The Low Water Bridge on Shoal Creek is reflective of a utilitarian, pragmatic method of construction. The bridge is constructed of a large slab of reinforced Portland cement that rests on reinforced supports secured into bedrock. While the bridge is not the most aesthetically pleasing, it has served its purpose well for nearly 100 years.

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

The criteria include:

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

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

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

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

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

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

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

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

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

J. Its suitability for preservation or restoration.

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

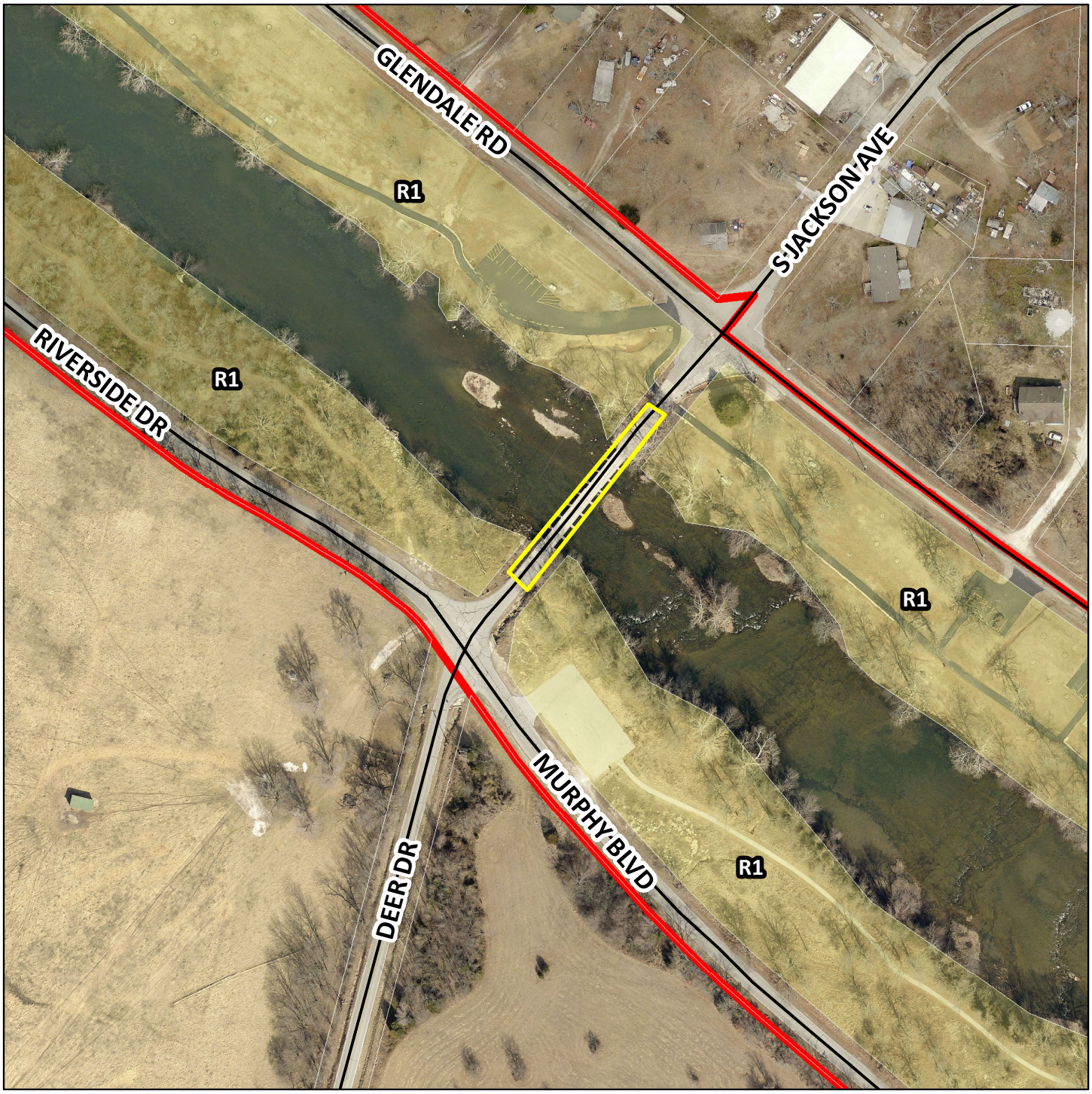
After review, staff believes the Jackson Avenue Low Water Bridge meets Criteria C, H, and I.

The Historic Preservation Committee recommended approval of Case 027-17.

Staff recommends approval of Case 027-17.

ENCLOSURES

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



Case 027-17: Jackson Ave, intersecting Glendale Rd. and Riverside Dr. – A request to apply District HP (Historic Overlay District) to Jackson Avenue Low Water Bridge – Roderick Harsh.

N

HISTORIC JOPLIN PRESERVATION COMMISSION
602 S Main Street, Joplin, MO 64801 (417)624-0820

Case No. 027-17

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: McINDOE PARK, JOPLIN MO., S. JACKSON & GLENDALE RD.
Property Name (historic or common): JACKSON ST. LOW WATER BRIDGE

OWNER INFORMATION
Name: CITY OF JOPLIN Phone: 417-624-0820
Address: JOPLIN CITY HALL, 602 S. MAIN, JOPLIN, MO. 64801

FORM PREPARED BY (If other than owner)
Name: RODERICK C. HARSH Phone: 417-624-
Address: 1200 N. RANGE LINE RD., #202, JOPLIN MO 64801
Relationship to Owner: LOCAL RESIDENT
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: LOW WATER BRIDGE
Historic Use (if known): 97 YEARS of TOURIST & RESIDENT USE
Public or Private: PUBLIC Occupied or Unoccupied: PRESENTLY IN USE

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: 1919
Architect and/or Builder (if known): CITY OF JOPLIN ROAD DEPT.
Building Materials (foundation, walls, roof, etc.): STEEL-REINFORCED CONCRETE SEE EXHIBIT B
Architectural Style: LOW WATER BRIDGE (SEE ATTACHED)
Site Description (property and surrounding area): SITUATED OVER SHOAL CREEK IN McINDOE CITY PARK

HISTORICAL SIGNIFICANCE

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

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: THE BRIDGE IS NEARLY A CENTURY OLD, YET CONTINUES TO CARRY RESIDENTS AND VISITORS ACROSS SHOAL CREEK TO VISIT GRAND FALLS - A POPULAR MISSOURI ATTRACTION. IT IS ALSO PART OF THE AUDUBON HIKING TRAIL.

2. Its location as a site of a significant local, county, state, or national event: LOCATED IN THE CENTER OF JOPLIN'S MCINDOE PARK, IT BLENDS INTO ITS ENVIRONMENT AND HAS BECOME A PART OF JOPLIN'S HISTORY.

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: D.O. WITMER WAS ORIGINALLY GOING TO BUILD THE BRIDGE, BUT LATER DONATED A REARED 55 ACRES OF LAND ON BOTH SIDES OF THE RIVER, WHICH THE CITY AGREED TO BUILD THE PARK AND THE BRIDGE CIRCA 1917 SEE EXHIBIT A

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: LOW WATER BRIDGE HAVE BEEN CONSTRUCTED FOR OVER 100 YEARS, AND ARE STILL USED THROUGHOUT AMERICA.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: IT APPEARS THAT THE CITY OF JOPLIN USED IT'S OWN ROAD CREWS TO BUILD THIS BRIDGE, AND LIKELY DESIGNED IT AS WELL. IT SPEAKS TO THE DURABILITY OF ITS DESIGN.

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: ACCORDING TO THE 11-13-1917 JOPLIN HERALD, D.O. WITMER DESCRIBED THE BRIDGE AS "A NORMAL WATER STAGE BRIDGE, BUILT ON THE PLAN OF CULVERTS. IT WOULD REST BUT A FEW FEET ABOVE THE NORMAL WATER LEVEL."

7. Its embodiment of design elements that make it structurally or architecturally innovative: LARGE SLABS MADE OF REINFORCED PORTLAND CEMENT WOULD REST ON REINFORCED SUPPORTS SECURED INTO THE SURFACE BEDROCK.

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: THE LOW WATER BRIDGE AND THE PARK HAVE CO-EXISTED FOR NEARLY A CENTURY, AND MANY GENERATIONS HAVE GROWN-UP AND ENJOYED THE SCENIC VISTAS OF THE PARK WHILE SLOWLY CROSSING THE RIVER.

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: THE LOW WATER BRIDGE ON SHOAL CREEK REFLECTS THE PURPOSE FOR WHICH IT WAS CONSTRUCTED, IT'S NEARLY 100 YEARS OF SERVICE AND IT'S FUTURE USE AS A PEDESTRIAN CROSSING.

10. Its suitability for preservation or restoration: SEE EXHIBIT C. THIS BRIDGE HAS NOT SEEN PREVENTATIVE MAINTENANCE HOWEVER IT ONLY NEEDS COSMETIC ATTENTION. PRESENTLY THERE ARE NO WEIGHT RESTRICTIONS.

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

SUPPORTING DOCUMENTS

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

Please submit completed nomination forms to:

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

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

Printed Name: RODERICK C. HARSH

Signature: Roderick C. Harsh Date: June 1, 2016

EXHIBIT A
1917

BUILD CONCRETE BRIDGE OVER SHOAL CREEK

Commission Grants Permit to D. O. Witmer for Park Improvement.

D. O. Witmer, a real estate dealer who gave the city a lease on forty acres of land bordering on Shoal creek, into which a picturesque public park has been made by the labor of city prisoners, was this morning granted a permit by the city council to construct at his own expense a concrete bridge across Shoal creek, at McIndoe park.

Mr. Witmer in explaining his project said there was a great deal of teritory to the south of Shoal creek that could be opened up by such a bridge. With the construction of the bridge, a road would be built to connect with the McClelland park road, that extends from the McClelland park boulevard to the South Main street road.

It will be a normal water stage bridge, built on the plan of culverts. In time of high water, the structure will be entirely submerged and not accessable to travel. It will rest but a few feet above the normal water level. Mr. Witmer will construct the bridge at the portion of the creek known as the riffles.

A ferry has for some time been, and now is in use to convey persons living on the south side of the creek, to the opposite side. However, on various occasions it has been sunk and is proving a source of considerable expense, as a result, Mr. Witmer said.

Mr. Witmer declared that it is not at all improbable but that he would be willing to lease a portion of land bordering on the south side of the creek, to be used by the city for park purposes. The city leased the land that it now has several months ago for a period of ten years. The consideration of the lease was $1. There is a privilege of renewal in the contract.

Mr. Witmer said this afternoon that material for the bridge would be moved to the scene this winter, but that construction work would not be started until next spring.

University Extension Lecture Course present Dr. Griggs, of N. Y., Connor roof tomorrow night.

EXHIBIT B

Park to the East

CITY-PT NE1/4 SW1/4 LY NE OF MURPHY BLVD & SW OF SHOAL CREEK DRIVE & SE OF GLENDALE BLVD

Park to the West (North Bank)

CITY PROPERTY-S1/2 NW1/4 LY N OF CREEK & S OF HWY & W OF BLVD

Park to the West (South Bank)

CITY PROPERTY-S1/2 NW1/4 LY S OF CREEK & N OF MURPHY & W OF GLENDALE

SW Property

PT W1/2 SEC LY W GLENDALE BLVD & S MURPHY BLVD

SE Property

EG SE COR NE1/4 SW1/4 N 109.8' N 44* W 84.7' TO POB N 44* W 550.7' N 53* W 327.8' NW TO INTER S 13* W 733.86' SE TO I-44 NE TO POB

NW Property

SAN SOUCI: LOTS 1-2 & 3

NE Property

SAN SOUCI: LOTS M & 25

EXHIBIT C

Overview of Low Water Bridges

When properly designed, an Articulated Concrete Block, also called ACB, low-water crossing can provide a hydraulically-robust load-bearing system while also facilitating fast-paced design and construction schedules. This article focuses on the three critical design elements of a successful low-water crossing project: design and construction of the load-bearing subgrade, hydraulic stability of the crossing and its surroundings, and the use of articulated concrete block as a flexible roadway surface.

There are thousands of roadways providing back-country access across the North American continent where existing drainage structures, such as bridges or culverts, are in need of replacement. In addition, roads continually are being built to provide access to new sites for recreational development and commercial expansion for which drainage structures are required. Access roads in need of drainage remediation both new and old often are located in rural areas with relatively low traffic volume making low-water crossings a viable and cost-effective option to consider.

The Natural Resources Conservation Service (NRCS) in its "Conservation Practice Standard for Stream Crossings" (References 5), defines a low-water crossing as "a stabilized area or structure constructed across a stream to provide a travel way for people, livestock, equipment or vehicles". This article focuses on equipment or vehicular loading as it relates to the use of articulated concrete block mattresses in low-water crossing designs. These designs consist of a properly-designed subgrade to support the anticipated loads, and articulated concrete block mattresses installed for erosion control and sized for hydraulic stability. The articulated concrete block mattresses serve a dual purpose of erosion control armoring and as a flexible roadway surface.

Low-water crossings armored with articulating concrete blocks present a low-cost solution for drainage structure requirements for remote access or low-volume traffic, drainage remediation and new site development. When utilizing design best management practices and low impact development techniques, **low-water crossings can be integrated harmoniously into the surrounding environment while maintaining low life-cycle maintenance costs.**

As in all roadways, the most critical element is to properly evaluate and design an adequate subgrade to support the anticipated loads. Second, selecting an appropriately-sized articulated concrete block to withstand the known or estimated hydraulic forces and serve as the flexible surface of the roadway, will assure the longevity of the structure. Proper terminations and toe-ins are required to integrate the structure into the surrounding environment while protecting the edges of the system from scour and erosion.

PAGE 3

Joplin's Parks and Playgrounds Among Best in State

PAGE 1

Joplin is one of the five Missouri cities of over 30,000 population boasting of a complete parks and play grounds system. The government report in 1916 placed the valuation of this property owned by the city at $207,200, but with the addition of two new parks in 1917 the estimated value of city parks and playgrounds, including equipment and improvements is something like $225,000.

Although the activities conducted under the supervision of the city park commission covered a wide scope in 1917, it is the plan of the commission to make 1918 an heretofore unsurpassed year in giving the public a more complete and more beautiful system of recreation centers.

Two parks, each containing 160 acres are owned by the city. They are Schifferdecker park, situated just inside the western limits of the city and McClelland park, a beautiful plot situated along the picturesque banks of Shoal creek, five miles south of Joplin.

Other parks owned or maintained by the city are Cunningham, situated in the southwest portion of the city; Mineral, in East Joplin; Masonic, Fourth street and Byers avenue; Court, seventh street and Virginia avenue; Freeman, Fifteenth and Joplin streets; Roanoke, in the Roanoke addition; McIndoe, an extension of McClelland park; Glenview Place, situated in the Roanoke addition, and Mohaska, situated in the Mohaska addition in the south part of the city. The latter three parks mentioned are owned by the city, while McIndoe park is under ten-year lease, with an optional renewal clause.

McIndoe Park a Beauty.

On McIndoe and Schifferdecker parks the most extensive improvements are to be made, if plans formed by the commission are carried through. McIndoe park, lying along the banks of Shoal creek for something like half a mile, is adapted for one of the most beautiful parks in the country. Wildcat spring flows from the foot of a high bluff and affords the best spring water obtainable anywhere about this part of the country. It is one of those beautiful springs for which the Ozarks are famous.

It is planned to lay an underground pipe line for a distance of several hundred yards from the spring to the portion of the ground situated near the riffles to afford a fresh supply of water at the camping grounds below McIndoe park proper. There six large Dutch ovens were built last year for the convenience of the campers, and six others are to be built this year. That is a wonderful camping ground and last year hundreds made use of it during the season.

McIndoe park undoubtedly will be one of the chief recreation centers of the district in due time. Last year the construction of a bath house and maintenance of swimming facilities made it popular, but with many new features it will be doubly popular. Fishing can also be enjoyed.

A dancing pavilion and general shelter is to be built in addition to improvements of the bath house and bettering the swimming facilities. A low-water mark bridge of concrete is to be built across Shoal creek by O. D. Witmer, who owns the land where McIndoe park is situated. This not only will provide a crossing for people living on the opposite side of Shoal creek, but also will improve the swimming pool and make boating much better.

Milligan to Be in Charge.

H. Nels Milligan, former chief of police, has been appointed custodian of McIndoe park and will also be in charge of the various concessions. He will have police power in protecting the property and preventing rowdyism.

With the extension last year of the winding, picturesque highway extending from McClelland park boulevard on the west to the Main street road on the east, the park is easily accessible. The drive is a delightful one, in addition to being of great benefit to farmers in that portion. The road was built under the supervision of the Joplin Special Road District commission.

The building of a beautiful river side park along Shoal creek was the wish of Huch McIndoe, former mayor of Joplin, and during the remaining months he was in office—last spring and last summer—the park was turned from a wilderness of dense underbrush into a rugged landscape of beauty. It was accomplished by the use of city prisoners. City prisoners also were a factor in preparing the beautiful McClelland park into its present state, practically without cost to the city.

Aside from McIndoe park extensive improvements are planned for Schifferdecker park. This famous plot, given to the city by the late Charles Schifferdecker, will be beautified by the addition of many new flower beds, the instalation of a large fountain as a tribute to the donor and general enlarging upon features started last season.

Will Build a Greenhouse.

It is planned also to construct a greenhouse about 20 by 30 feet in dimensions in which to maintain flowers that cannot be maintained through the entire year. Last year cost of greenhouse plants to the city alone, exact in the various parks, was more than $1,000 and the cost of building a greenhouse would be offset in one season, it is believed.

More perennial flowers also are to be planted at Schifferdecker and other additional features in the beautification line will be foliage plants, novelty trees, such as cork elms, redbuds, dogwoods, Japanese umbrella, Irish Junipers, tulip trees and mountain ash; deciduous shrubs and hedge plants.

Among other improvements to enable more effective beautification will be the installation of bulb cellars, cold frames, root houses and the like.

A six-acre tract of fertile land is to be turned over to the Boy Scouts for educational gardening. This is entirely a new feature, but is expected to meet with unusual success. Last year the Boy Scouts tilled a tract of land lying just east of Schifferdecker park, but this was done more to reduce the "high cost of living," while the new system will be along a more distinct educational line.

Several Dutch ovens are to be installed this spring at Schifferdecker park for the convenience of the patrons. They will be after the pattern of those at McIndoe park.

New Swimming Pool Proposed.

It is proposed also to construct a modern new swimming pool at Schifferdecker park and build a bath house, than which there will be no better in the southwest. A large water main already has been piped to the park and this will make possible the more speedy filling of the present large pool of the park, which was so popular last year. It was with the idea also of having a supply large enough for both pools that the larger main was extended.

A home for the caretaker is to be built at the park. Superintendent M. P. Keith probably will have his headquarters there.

In addition to the general park facilities the city's chief playground is situated at Schifferdecker. The apparatus that originally was installed in the Smelter Hill-Chitwood grounds was removed there in 1911, and since that time much new apparatus was added. It is proposed to improve upon the grounds again this season.

Schifferdecker and McIndoe will be the most popular resorts and on these two recreation centers the commission will direct their greatest efforts. But nevertheless other parks will be improved.

The new Glenview park will be left as nature intended it for the present. It is situated in the northern portion of the city and in very rugged and broken territory, but its picturesque beauty cannot be denied. Persons living in the Roanoke addition believe the maintenance of the park will help their portion of the city greatly. The beauty spot, consisting of something like two acres in a long, rather narrow plot, was granted to the city by the owners of the Roanoke addition.

Mohaska a New Park.

Mohaska park is a plot of ground situated in the new Mohaska addition that was taken in by the city last summer. In due time this plot probably will be one of the beauty spots of the city. It is situated in the southern part of the city limits. The park was donated by Joseph R. Fitz of Joplin.

Near the Glenview Place park is a small beauty spot known as Roanoke park. It will be maintained simply for the attractiveness it lends to the surrounding vicinity. Likewise is court park maintained.

Among other improvements in store for Mineral park will be the installation of two Dutch ovens, for the convenience of the public. They are proving very successful, as shown by the use to which those at McIndoe park were placed during last season. The playground facilities also are to be improved upon, with the probability of a community bath house being maintained.

Masonic and Freeman parks are merely rest parks and not for the purpose of recreation or amusement. They are kept in a beautiful condition throughout the season, large flower beds being maintained.

Cunningham park is probably the most beautiful recreation park in the city. It is perhaps the oldest. With excellent shade and rolling trend of the ground, pavilion and other inducements more of a natural character, entice hundreds of people there during the season.

Five playgrounds are maintained by the park commission. The largest is that at Schifferdecker park, but excellent grounds have been installed at the Lafayette school grounds, First and Pearl streets, Mineral park and at Lincoln school grounds for the colored children of the city.

To Improve Playgrounds.

Improvements are in store for practically all the playgrounds. They, as last year, will be under efficient supervision, with the scope of work being enlarged considerably. One of the big features of the playgrounds are the swimming pools, of which there are three at the present time. If the second one at Schifferdecker park is installed, the city will have four modern pools.

The active swimming season at the playgrounds will begin June 1 and remain open until September 15. However, the parks and playgrounds will be officially opened probably May 1 for the season. In addition to the swimming pools four tennis courts are maintained and prove highly popular. Basket ball courts, a baseball diamond and general apparatus are other features.

Used exclusively for parks and playgrounds the city has at its command approximately 340 acres. Of this amount it owns outright about 330 acres. Of the 320 acres owned by the city 170 acres are in the city limits. This is 1.7 per cent of the entire acreage of the incorporate limits of the city, which is 9,920 acres.

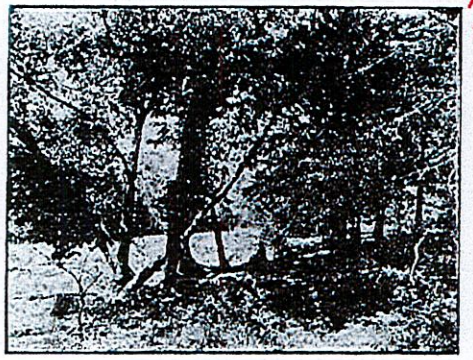
The average cost of lighting the parks and playgrounds at night, is about $500. In 1916 there were 75 electric lights operated at a cost of $6 each, for a total of $450. Last year a number of additional lights were installed, making an increased cost of about $50.

Joplin's parks and playgrounds sprang into greater prominence in city affairs following the inauguration of commission form of government, which resulted in the naming of a park commission, which is in direct charge of improvements, extensions and the like.

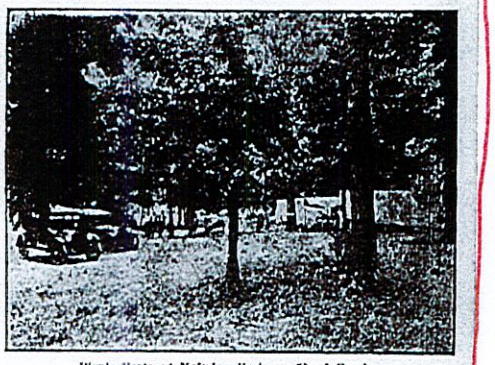
The following men now form Joplin's park commission, named by the mayor: Boone Jenkins, president; John Jahn, secretary, O. D. Royse, A. B. Thomas, Jesse G. Starr, J. W. King, Sol Newman, Harry Stout and Harry Pack.



Looking up Shoal Creek from McClelland Park, Showing Beautiful Expanse of Water. —Photo by Head.



Showing a Beautiful Shady Nook in McIndoe Par. —Photo by Head.



Picnic Party at McIndoe Park on Shoal Creek. —Photo by Head.

PAGE 2

Banks Register Pulse of the District's Prosperity

There is no better criterion of a city's prosperity than the business conducted by the banking institutions of that city. Joplin's bank clearings and bank deposits in 1917 echoed the general prosperity of the zinc metropolis, showing a substantial increase over the business consummated in 1916.

According to figures maintained by J. U. Garm, cashier of the Joplin National Bank and secretary of the Clearing House Association of Joplin, the bank clearings in the seven Joplin banks last year totalled $95,547,629.76, as compared with $76,075,156.93 in 1916. The comparative gain in 1917 over 1916 is $19,472,-472.83—or 25 per cent.

Bank deposits shown on the various banks at the end of December, 191.., aggregated $9,071,437.74, which is an increase over the aggregate for the corresponding period of 1916 of $1,747,426.44, or 24 per cent gain.

An increase of nearly $2,000,000 in a single year of deposits shows indeed that a community is prospering. Yet, an increase of almost as substantial size is expected during the present year.

Deposits at the close of business on December 31, 1917, were distributed among the seven Joplin banks as follows:

First National	$2,703,441.81
Joplin National	1,831,975.75
Conqueror Trust Co.	1,529,519.45
Miners Bank	1,220,280.06
Citizens Bank	651,459.16
Joplin State	339,628.40
Traders Bank	65,486.35
Total	$9,071,437.74

One new institution—the Traders Bank of Joplin—was started up during the year, with T. W. Cunningham, formerly president of the Cunningham National Bank, which was sold to the First National early in the year, as its head.

The sale of the Cunningham bank to the First National caused quite a stir in banking circles. The reported consideration paid for the bank stock and business was $700,000.

Deposits at the end of business for the following years show the relative comparisons of the deposits for each year:

1909	$3,084,235.82
1910	3,657,414.34
1911	3,164,867.92
1912	4,012,859.67
1913	4,006,209.61
1914	3,393,546.48
1915	5,718,924.89
1916	7,324,011.32
1917	9,071,437.74

Bank clearings for the last nine years were as follows: 1909, $26,310,220.87; 1910 (four banks), $18,014,251.11; 1911, $29,948,581.28; 1912, $36,671,231.93; 1913, $38,314,905.33; 1914, $32,680,552.59; 1915, $40,636,246.51; 1916, $76,075,154.93; 1917, $95,547,629.76.

Joplin is one of the five Missouri cities of over 30,000 population boasting of a complete parks and playgrounds system. The government report in 1916 placed the valuation of this property owned by the city at $207,300, but with the addition of two new parks in 1917 the estimated value of city parks and playgrounds, including equipment and improvements is something like $225,000.

Although the activities conducted under the supervision of the city park commission covered a wide scope in 1917, it is the plan of the commission to make 1918 an heretofore unsurpassed year in giving the public a more complete and more beautiful system of recreation centers.

Two parks, each containing 160 acres are owned by the city. They are Schifferdecker park, situated just inside the western limits of the city and McClelland park, a beautiful plot situated along the picturesque banks of Shoal creek, five miles south of Joplin.

Other parks owned or maintained by the city are Cunningham, situated in the southwest portion of the city; Mineral, in East Joplin; Masonic, Fourth street and Byers avenue; Court, Seventh street and Virginia avenue; Freeman, Fifteenth and Joplin streets; Roanoke, in the Roanoke addition; McIndoe, an extension of McClelland park; Glenview Place, situated in the Roanoke addition, and Mohaska, situated in the Mohaska addition in the south part of the city. The latter three parks mentioned are owned by the city, while McIndoe park is under ten-year lease, with an optional renewal clause.

McIndoe Park a Beauty.

On McIndoe and Schifferdecker parks the most extensive improvements are to be made, if plans formed by the commission are carried through. McIndoe park, lying along the banks of Shoal creek for something like half a mile, is adapted for one of the most beautiful parks in the country. Wildcat spring flows from the foot of a high bluff and affords the best spring water obtainable anywhere about this part of the country. It is one of those beautiful springs for which the Ozarks are famous.

It is planned to lay an underground pipe line for a distance of several hundred yards from the spring to the portion of the ground situated near the riffles to afford a fresh supply of water at the camping grounds below McIndoe park proper. There six large Dutch ovens were built last year for the convenience of the campers, and six others are to be built this year. That is a wonderful camping ground and last year hundreds made use of it during the season.

McIndoe park undoubtedly will be one of the chief recreation centers of the district in due time. Last year the construction of a bath house and maintenance of swimming facilities made it popular, but with many new features it will be doubly popular. Fishing can also be enjoyed.

A dancing pavilion and general shelter is to be built in addition to improvements of the bath house and bettering the swimming facilities. A low-water mark bridge of concrete is to be built across Shoal creek by O. D. Witmer, who owns the land where McIndoe park is situated. This not only will provide a crossing for people living on the opposite side of Shoal creek, but also will improve the swimming pool and make boating much better.

Milligan to Be in Charge.

H. Nels Milligan, former chief of police, has been appointed custodian of McIndoe park and will also be in charge of the various concessions. He will have police power in protecting the property and preventing rowdyism.

With the extension last year of the winding, picturesque highway extending from McClelland park boulevard on the west to the Main street road on the east, the park is easily

PAGE 2 CONTINUED

—Photo by Head.

accessible. The drive is a delightful one, in addition to being of great benefit to farmers in that portion. The road was built under the supervision of the Joplin Special Road District commission.

The building of a beautiful river side park along Shoal creek was the wish of Hugh McIndoe, former mayor of Joplin, and during the remaining months he was in office—last spring and last summer—the park was turned from a wilderness of dense underbrush into a rugged landscape of beauty. It was accomplished by the use of city prisoners. City prisoners also were a factor in preparing the beautiful McClelland park into its present state, practically without cost to the city.

Aside from McIndoe park extensive improvements are planned for Schifferdecker park. This famous plot, given to the city by the late Charles Schifferdecker, will be beautified by the addition of many new flower beds, the instalation of a large fountain

PAGE 13

as a tribute to the donor and general enlarging upon features started last season.

Will Build a Greenhouse.

It is planned also to construct a greenhouse about 20 by 30 feet in dimensions in which to maintain flowers that cannot be maintained through the entire year. Last year cost of greenhouse plants to the city alen, reset in the various parks, was more than $1,000 and the cost of building a greenhouse would be offset in one season, it is believed.

More perennial flowers also are to be planted at Schifferdecker and other additional features in the beautification line will be foliage plants, novelty trees, such as cork elms, redbuds, dogwoods, Japanese umbrella, Irish Junipers, tulip trees and mountain ash; deciduous shrubs and hedge plants.

Among other improvements to enable more effective beautification will be the installation of bulb cellars, cold frames, root houses and the like.

A six-acre tract of fertile land is to be turned over to the Boy Scouts for educational gardening. This is entirely a new feature, but is expected to meet with unusual success. Last year the Boy Scouts tilled a tract of land lying just east of Schifferdecker park, but this was done more to reduce the "high cost of living," while the new system will be done a more distinct educational line.

Several Dutch ovens are to be installed this spring at Schifferdecker park for the convenience of the patrons. They will be after the pattern of those at McIndoe park.

New Swimming Pool Proposed.

It is proposed also to construct a modern new swimming pool at Schifferdecker park and build a bath house, than which there will be no better in the southwest. A large water main already has been piped to the park and this will make possible the more speedy filling of the present large pool of the park, which was so popular last year. It was with the idea also of having a supply large enough for both pools that the larger main was extended.

A home for the caretaker is to be built at the park. Superintendent M. F. Keith probably will have his headquarters there.

In addition to the general park facilities the city's chief playground is situated at Schifferdecker. The apparatus that originally was installed in the Smelter Hill-Chitwood grounds was removed there in 191- and since that time much new apparatus was added. It is proposed to improve upon the grounds again this season.

Schifferdecker and McIndoe will be the most popular resorts and on those two recreation centers the commission will direct their greatest efforts, but nevertheless other parks will be improved.

The new Glenview park will be left as nature intended it for the present. It is situated in the northern portion of the city and in very rugged and broken territory, but its picturesque beauty cannot be denied. Persons living in the Roanoke addition believe the maintenance of the park will help their portion of the city greatly. The beauty spot, consisting of something like two acres in a long, rather narrow plot, was granted to the city by the owners of the Roanoke addition.

Mohaska a New Park.

Mohaska park is a plot of ground situated in the new Mohaska addition that was taken in by the city last summer. In due time this plot probably will be one of the beauty spots of the city. It is situated in the southern part of the city limits. The park was donated by Joseph R. Fitz of Joplin.

Near the Glenview Place park is a small beauty spot known as Roanoke park. It will be maintained simply for the attractiveness it lends to the surrounding vicinity. Likewise is Court park maintained.

Among other improvements in store for Mineral park will be the installation of two Dutch ovens, for the convenience of the public. They are proving very successful, as shown by the use to which those at McIndoe park were placed during last season. The playground facilities also are to be improved upon, with the probability of a community bath house being maintained.

Masonic and Fraeman parks are merely rest parks and not for the purpose of recreation or amusement. They are kept in a beautiful condition throughout the season, large flower beds being maintained.

Cunningham park is probably the most beautiful recreation park in the city. It is perhaps the oldest. With excellent shade and rolling trend of the ground, pavilion and other inducements more of a natural character, entice hundreds of people there during the season.

Five playgrounds are maintained by the park commission. The largest is that at Schifferdecker park, but excellent grounds have been installed at the Lafayette school grounds, First and Pearl streets, Mineral park and at Lincoln school grounds for the colored children of the city.

To Improve Playgrounds.

Improvements are in store for practically all the playgrounds. They, as last year, will be under efficient supervision, with the scope of work being enlarged considerably. One of the big features of the playgrounds are the swimming pools, of which there are three at the present time. If the second one at Schifferdecker park is installed, the city will have four modern pools.

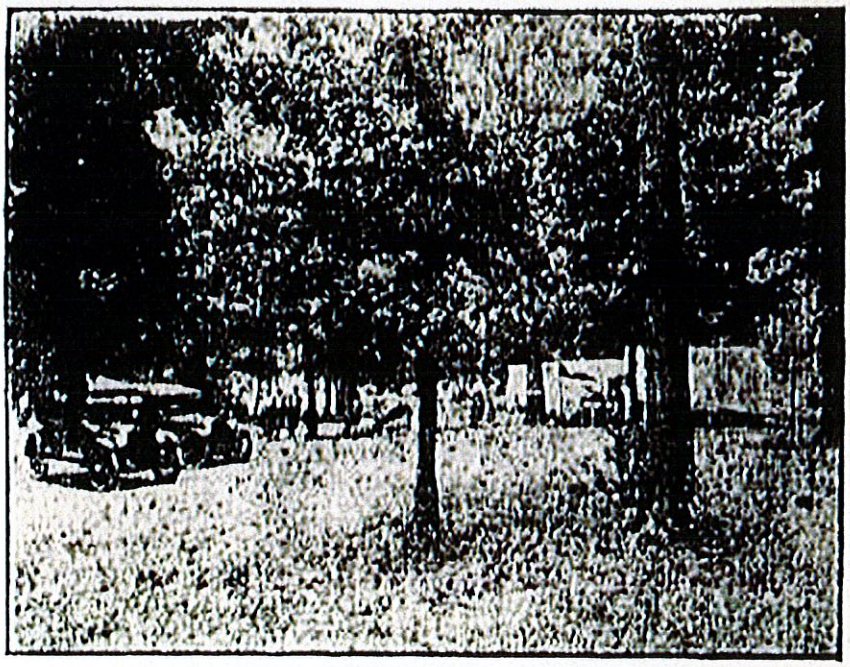
The active swimming season at the playgrounds will begin June 1 and remain open until September 30. However, the parks and playgrounds will be officially opened probably May 1 for the season. In addition to the swimming pools four tennis courts are maintained and prove highly popular. Basket ball courts, a baseball diamond and general apparatus are other features.

Used exclusively for parks and playgrounds the city has at its command approximately 510 acres. Of this amount it owns outright about 330 acres. Of the 330 acres owned by the city 170 acres are in the city limits. This is 1.7 per cent of the entire acreage of the incorporate limits of the city, which is 9,930 acres.

The average cost of lighting the parks and playgrounds at night, is about $500. In 1916 there were 75 electric lights operated at a cost of $6 each, for a total of $450. Last year a number of additional lights were installed, making an increased cost of about $50.

Joplin's parks and playgrounds sprang into greater prominence in city affairs following the inauguration of commission form of government, which resulted in the naming of a park commission, which is in direct charge of improvements, extensions and the like.

The following men now form Joplin's park commission, named by the mayor: Boone Jenkins, president; John Jahn, secretary, O. D. Royse, A. B. Thomas, Jesse G. Starr, J. W. King, Bol Newman, Harry Stout and Harry Pack.



Picnic Party at McIndoe Park on Shoal Creek.
—Photo by Head.

Little Jerry at McIndoe Park on Shoal Creek.
—Photo by Floyd

WITMERS GIVE LAND ON EITHER SIDE SHOAL CREEK TO THE CITY

Mr. and Mrs. D. O. Witmer's deed to a strip of land on either side of Shoal creek was accepted this morning by the city commissioners in behalf of the city.

In return for this property the city agrees to construct a concrete bridge over Shoal creek, a short distance west of Wildcat springs. The bridge will be of concrete, slightly above low water mark.

The piece of river front deeded by Mr. and Mrs. Witmer on the north side of the creek forms a link in roadway east of Wildcat spring between McIndoe park and Reding's mill, which it is planned to construct before the close of the summer. With this section of the road in use there will be a continuous stretch of scenic roadway from Reding's mill to McClelland park.

At this time all of the right-of-way has been given to the city with the exception of a small strip on which the spring is located. This property is owned by J. W. Freeman, and it is expected his deed for the spring will be made soon.

PARK BOARD INDORSES SHOAL CREEK BRIDGE

At a meeting of the Joplin park board last night in the offices of the streets department, plans of the bridge to be erected over Shoal creek at McIndoe park were submitted by O. P. Mahoney, commissioner of streets and gradings and adopted by the board.

The bridge which will be at low water mark will cost the park board $2,827, and will be built of reinforced concrete.

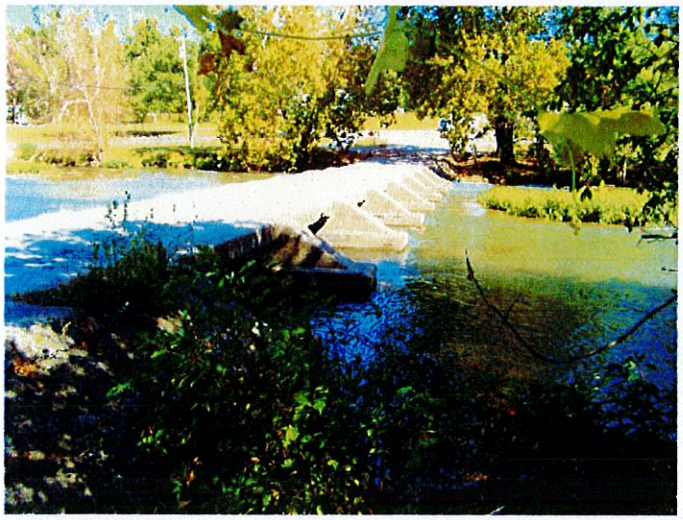
It will be 144 feet long and is to connect the city property on either side of the creek.

Those present at the meeting which indorsed the plans were Mayor Jesse F. Osborne, O. P. Mahoney, Jesse Starr, Edward Thomas, Sol Newman, Boone Jenkins, William Bobb, and John H. Iahn. J. P. Wiles was the only absent member.

Joplin News







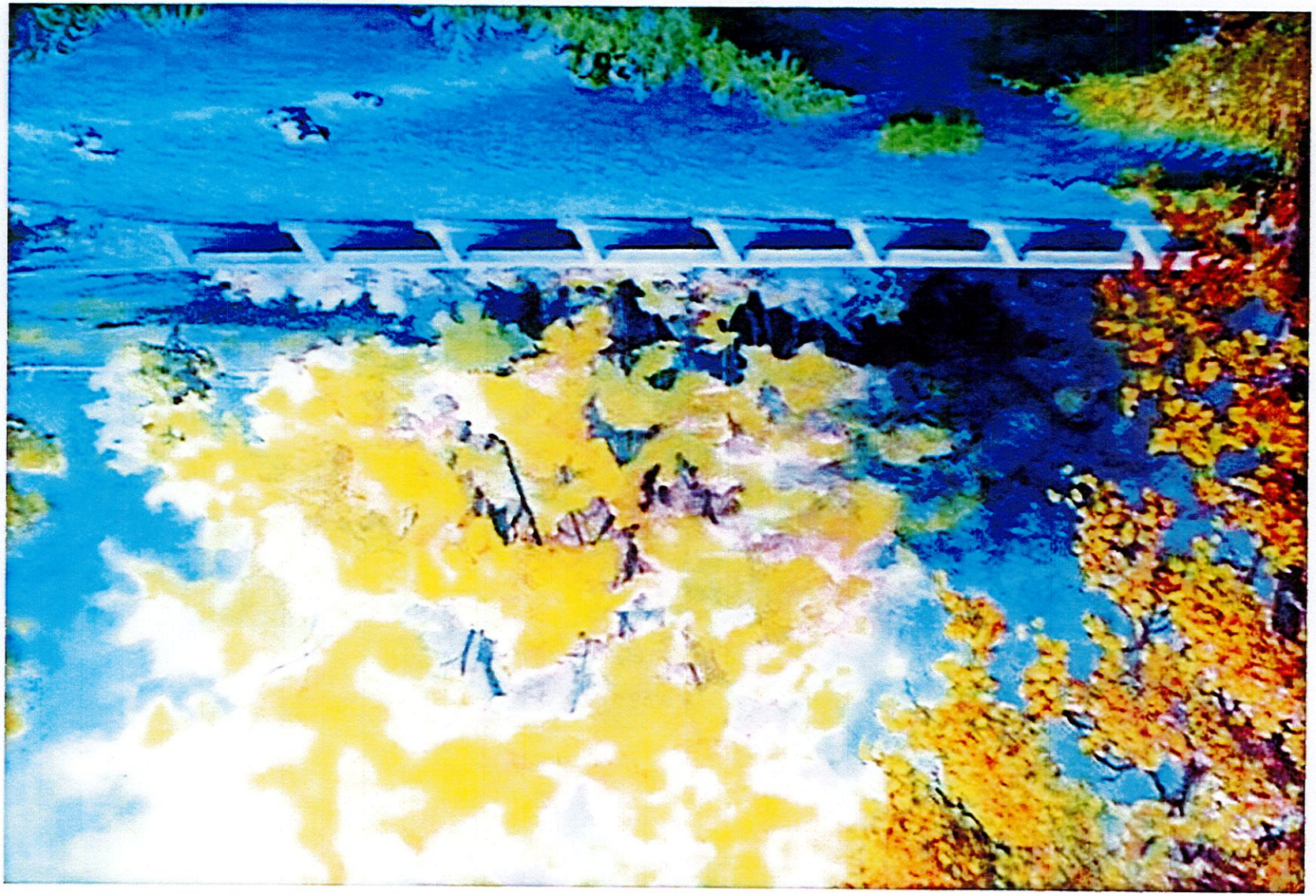







© frame it by evie 2015





City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-275
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-275
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 09/11/17

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

SUMMARY/REQUEST:

Case 027-17: Jackson Ave, intersecting Glendale Rd. and Riverside Dr. – A request to apply District HP (Historic Overlay District) to Jackson Avenue Low Water Bridge – Roderick Harsh.

STAFF SUMMARY:
The Low Water Bridge on Shoal Creek is reflective of a utilitarian, pragmatic method of construction. The bridge is constructed of a large slab of reinforced Portland cement that rests on reinforced supports secured into bedrock. While the bridge is not the most aesthetically pleasing, it has served its purpose well for nearly 100 years.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark. Staff believes the Jackson Avenue Low Water Bridge on Shoal Creek, meets Criteria C, H, and I. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country. Its unique location or singular physical characteristics that make it an established or familiar visual feature; and Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance.

The Historic Preservation Committee recommended approval of Case 027-17.

Staff recommends approval of Case 027-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Roderick Harsh, 1200 North Range Line Rd., Joplin, MO. The bridge has served its role for 98 years. Per the City Public Works Department, the bridge sees over 800 crossings per day. It has been through 100's of floods and has no weight restrictions. This historic structure needs to be saved.

PUBLIC COMMENT: None.

P & Z Case 027-17
Roderick D. Harsh
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-275 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating The Jackson Avenue Low Water Bridge as a Historic Landmark and include in a Historic Preservation Overlay District as described below.

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

A LOW-WATER BRIDGE, CONNECTING RIVERSIDE DRIVE AND GLENDALE ROAD on JACKSON AVENUE, MORE COMMONLY KNOWN AS THE JACKSON AVENUE LOW WATER BRIDGE.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 028-17
Mike Landis
(P & Z Recommended Stricken)

Case 028-17: 27th Street between Picher and Bird Avenues – A request to vacate 425' of public right of way, more commonly known as 27th Street – Michael Landis

Mr. Bolander stated that this action has already taken place and apologized. The map, which we receive our information from the County, still shows as public right of way. We did find an old ordinance where it was vacated. Staff recommends this case be stricken from the agenda.

Mr. Duncan asked if there was anyone to speak in favor of this zoning request. There was none. Is there anyone to speak in opposition of this zoning request. There was none.
Mr. Duncan Closed the Public Hearing.

MR. RAMSOUR MOVED, SECONDED BY MRS. BRUECKNER-SEARS, THAT CASE 028-17 BE STRICKEN FROM THE AGENDA. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS, AND MS. STEELE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

P & Z Case 028-17
Mike Landis
(P & Z Recommended Stricken)

COUNCIL BILL NO. 2017-276 ORDINANCE NO.

AN ORDINANCE providing 27th Street between Picher and Bird Avenues – A request to vacate 425' of public right of way, more commonly known as 27th Street – Michael Landis

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

Section 1. To vacate 425' of public right of way, described as:

ALL OF WEST 27TH STREET LYING EAST OF SOUTH PICHER AVENUE AND WEST OF SOUTH BIRD AVENUE.
.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said street and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-276
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-276
2) Planning Report
3) Commission Minutes

Planning, Development & Neighborhood Services: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 09/11/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 028-17: 27th Street between Picher and Bird Avenues – A request to vacate 425' of public right of way, more commonly known as 27th Street – Michael Landis

STAFF SUMMARY:
This portion of 27th Street was already vacated by Ordinance 2003-036. Therefore, staff recommends Case 028-17 be stricken from the agenda.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander stated that this action has already taken place and apologized. The map, which we receive our information from the County, still shows as public right of way. We did find an old ordinance where it was vacated.

PUBLIC COMMENT: None.

Z&P Meeting: September 11, 2017
City Council Meeting: October 2, 2017

STAFF PLANNING REPORT
Vacation

CASE 028-17 A request for the vacation of approximately 400' of a 60' street easement

APPLICANT Michael Landis

REPRESENTATIVE Jerrod Hogan, Anderson Engineering

LOCATION 27th Street between South Picher and South Bird Avenues

---

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	60' x 400'

REASON FOR VACATION

The applicant is requesting the vacation of 27th Street between South Picher Ave and South Bird Avenue.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? No.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? N/A

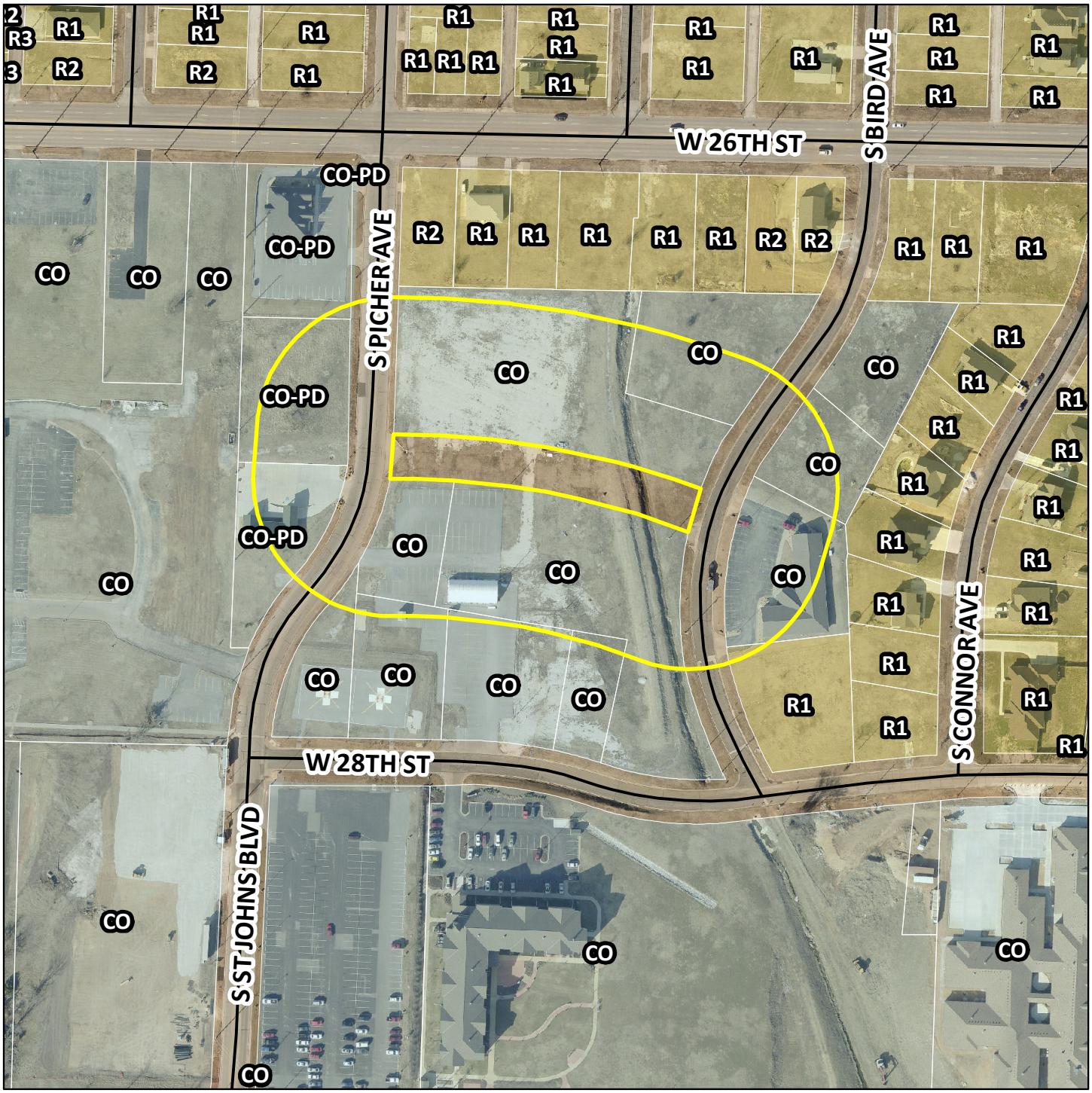
DISCUSSION

This vacation request is for the 27th Street right-of-way easement located between S Picher Ave and S Bird Ave. This request would vacate the reserved public right-of-way for 27th Street, but leave bordering storm water and sewer easements. BLRW Development owns all land bordering the proposed vacation.

Staff recommends approval of Case 028-17.

ENCLOSURES

- Application
- Property Owner Information
- Maps detailing exact location



Case 028-17: 27th Street between Picher and Bird Avenues – A request to vacate 425’ of public right of way, more commonly known as 27th Street – Michael Landis.

N

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES September 18, 2017

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Pro Tem Ryan Stanley.

INVOCATION - read by City Clerk Barbara Hogelin

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

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw; Michael Seibert, Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Gary Stubblefield and Marj Boudreaux received the Proclamation proclaiming September 2017 as National Literacy Month. Gary Stubblefield and Marj Boudreaux thanked the Council and Mayor Pro Tem Stanley for the Proclamation.

Taylor Cunningham, Assistant to the City Manager made a presentation on the downtown main street restriping project. Taylor said this was a destination to go to and it does require a way in how we think about the street.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Request from Nancy Morton, 122 S. Sergeant, to address council requesting a council liaison for the Historic Preservation Commission and requesting for the council's support of the DJA's PEP Grant (People Energizing People). Nancy Morton asked council for a liaison for the Historic Preservation Commission. Mayor Pro Tem Stanley told Mrs. Morton the Mayor appoints this position and he would be seeking someone for this position and get back to her. Mrs. Morton also requested Council's support of the downtown Joplin Alliance's PEP Grant that will be coming up later the Agenda.

Request to address council from Audie Dennis regarding the transfer of the Memorial Hall parking lot to Connect2Culture regarding the Joplin Memorial Marathon. Mr. Dennis was at the council meeting to let council know the Memorial Marathon Committee was in favor of the transfer of the Memorial Hall parking and he said they plan to work together on the parking lot where the Marathon and C2C can both utilize space on the parking lot.

City Clerk reported that after the Agenda was printed four additional requests have been submitted:

Motion by Dan McCreary, second by Mr. Stinnett to allow the additional requests to be heard. Motion carried 9-0.

Shelly Kraft, 2701 Bird, requests to address council on behalf of vision 2022 to thank you for the support for the Arts and entertainment Center proposed by Connect to Culture. Shelly Kraft thanked Council for their support for the Arts and entertainment Center proposed by C2C.

Scott Vorhees, 13 Wildwood, requests to address council on Prescription Drug Monitoring Program personally and on behalf of vision Joplin 2022 speaking in favor of passing an ordinance authorizing participation of a Prescription Monitoring Program and entering the proposed agreement on the council agenda. Scott Vorhees also addressed Council on the PDMP program and told Council how important it was to be involved on this issue along with his involvement ties to Vision 2022.

Mike Brandon, 527 Main, Joplin, requests to address council regarding Main Street lane closure, and the road diet. Mike Brandon stated he owned businesses along the 500 block of main street and he did not feel changes to main that the city wanted to do would help the businesses that he had in his buildings. In fact, he felt just the opposite, he was opposed to the idea. He said he had been to on main street for many years and in doing this type of configuration to main would hurt his businesses.

Clifford Wert- 423 Bobwhite Dr. Webb City – requests to address Council on the Memorandum of understanding that will appear before council later this evening. Our C2C Board met earlier today and approved the MOU unanimously and I just wanted you to know of the board's decision that was made earlier today. Thank you.

An additional request from Luke Sheafer, 436 N. Wall, to address council regarding Road Diet proposal was approved by Council. Mr. Sheafer's number one complaint was parking. He didn't see any harm in giving the proposal 30 days. He wants more parking. He owns the cakery business at 2nd and main. His business has been open a year and a half.

An additional request from Linda Teeter, 511 Main to address council regarding Main St. was also approved by Council. She said she found out at 2:00pm today about this meeting tonight. She was upset that not too many retailors knew about the proposed plan and that they had no say in the changes.

CONSENT AGENDA – Motion by Mr. Shaw, second by Mr. Stinnett, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the August 21, 2017 Council Meeting

Minutes of the August 28, Special Council Meeting

COUNCIL BILL NO. 2017-272 - AN ORDINANCE requesting to review the Final Plat of CEDAR POINT Plat 2, located approximately 200 feet north of the intersection of West 28th Street and Lois Lane. **COUNCIL BILL NO. 2017-131**

COUNCIL BILL NO. 2017-607 - AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau;

authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City. **COUNCIL BILL NO. 2017-132**

RESOLUTIONS

Mr. Stinnett introduced RESOLUTION NO.2017-010 - A RESOLUTION providing support to the Joplin Downtown Alliance and their effort to follow the Main Street Four-Point Approach and philosophy established by the National Main Street Center for downtown revitalization. Motion by Mr. Stinnett, second by Ms. Colbert-Kean that Resolution No. 2017-010 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

ORDINANCES – EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2017-152- AN ORDINANCE approving the Missouri Highway and Transportation Commission Public Transit Operating Assistant Grant Agreement with Missouri Highway and Transportation Commission, in a not to exceed amount of Eleven Thousand Five-Hundred Twenty-Four and no/100 Dollars ($11,524.00) to be used for operating assistance for the Metro Area Public Transit (MAPS) and Sunshine Lamp Trolley Systems 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. Shaw second by Mr. Stinnett that Council Bill No. 2017-152 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-133.**

Mr. West introduced COUNCIL BILL NO. 2017-454- AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2017 and running through September 30, 2018, for the amount of up to Five Hundred Eighty-Eight Thousand, Six Dollars and no Cents ($588,006.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, 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. West, second by Mrs. Lewis that Council Bill No. 2017-454 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-134.**

Mr. Stinnett introduced COUNCIL BILL NO. 2017 -455 - AN ORDINANCE amending Chapter 62, Health and Sanitation. In general, enacting a new Article IX of the Joplin City Code, Prescription Drug Monitoring Program; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2017-455 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-135.**

Mr. Stinnett introduced COUNCIL BILL NO. 2017-456 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with St. Louis County for administering its prescription drug monitoring program for the not to exceed price of two thousand six hundred eighty-seven and 87/100 Dollars ($2,687.87); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West to approve Council Bill No. 2017-456 on an emergency basis. Voting in favor were Council Members: Brown,

Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-136.**

Mr. Shaw introduced COUNCIL BILL NO. 2017-516- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Brown to approve Council Bill No. 2017- 516 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-137.**

Mr. Shaw introduced COUNCIL BILL NO. 2017-611- AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing with the Full Time DWI Unit and DWI Enforcement in the amount of One Hundred Two Thousand, Eight Hundred, Forty-Eight Dollars ($102,848); 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. Shaw, second by Mr. McCreary to approve Council Bill No. 2017-611 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-138.**

Mr. Brown introduced COUNCIL BILL NO. 2017-612- AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Impaired Driving Enf/DWI Saturation/YA project in the amount of Thirteen Thousand Dollars ($13,000); 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. Shaw to approve Council Bill No. 2017- 612 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-139.**

Mr. West introduced COUNCIL BILL NO. 2017-613- AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation to cover overtime costs and fringe benefit costs for an HMV Enforcement project in the amount of Twelve Thousand Five Hundred Dollars ($12,500); 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. West, second by Mr. Brown to approve Council Bill No. 2017- 613 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-140.**

ORDINANCES – FIRST READING

Mr. Brown introduced Council Bill No. 2017-007 AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Connect2Culture, a Missouri Not-For-Profit Corporation, dealing generally with the transfer of the Memorial Hall Parking Lot by the City of Joplin to Connect2Culture for the purpose of constructing a Joplin Arts & Entertainment Center; authorizing the City Manager to execute said

Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin, Missouri. Motion by Mr. Brown, second by Ms. Colbert-Kean that Council Bill No. 2017-272 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, 7. Nays: Stinnett, West, 2. The bill was read as **Council Bill No. 2017-007**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

News from the PIO
City auction is Saturday October 7, 2017and the Citizens Police Academy begins Tuesday, October 3, 2017.

Lynden Lawson presented additional items to council for the city- wide auction. Motion by Mr. Shaw, second by Mr. Stinnett to approve the additional items. Motion carried. 9-0.

Ms. Colbert stated just because I didn't feel we gave Sam any direction on the presentation earlier are we going to do the 30 days or wait until spring or are we going to get any feedback from Council and the business owners or what are we going to do Sam, or what are you going to do?
Sam: we had some interesting conversation this evening. I would be interested in getting some direction from council and if that would delay the pilot project until this spring so we can engage the businesses, council members and residents, get more feedback and build a plan, I'm willing to entertain a suggestion or if council wants to go ahead with a 30-day trial period we were ready and prepared to do that as well. Any direction would be nice but I'm not necessarily calling for one.

Mr. Brown said he is comfortable with it now being implemented; he also mentioned he would like more communication and wants business owners heard.

Mrs. Lewis stated she is very much in favor of this. As we look at growing and changing we must look at some of the ways we do things and to Taylors point that's some fundamental changes to the way we are going and if we are not able to just pull up and park in front of someone's business that doesn't mean they're not going to go to it, in my opinion. But, if we give it 30 days are we going to give it enough time before it gets cold for the foot traffic? Is that enough time to be successful? Another question, what if we did temporary striping the regular striping until spring when there would be more time and more people out and about? What's the possibility of that?

Sam – Mr. Hertzberg could probably speak to some of that certainly if they wanted to stripe it use the diluted paint for the winter. In terms of time I don't know. We have a lot of paint. David, do you have estimates?

David – As far as time – quick process – a couple of days. It's diluted paint.

Mr. McCreary said merchants had two days' notice and that he's voting no, he doesn't think we should vote on it at all. Mr. Stinnett stated too many flaws, 18-wheelers in a 10-ft. lane, I will be voting no.

Mr. Shaw said that he wanted Taylor, our staff and the downtown assoc. to understand he gets excited about projects but he certainly wants our people along with the ideas as well. He mentioned he was a little leery about the two lanes but is willing to listen.

Mr. Brown said he would like to have staff bring something else to us, bring another plan.

Mr. Stanley said Joplin and Wall are one-way and good for traffic. He said we need to have business owners see what we have. He said he was disappointed business owners hadn't seen this.

Mr. McCreary said lots of people are already avoiding Main because it's torn up. Spring would make more sense.

Mr. Stinnett stated he personally would like to see Council involved from day one. He said the council should have a meeting. It should be part of a work session of some kind and at least let us flush out our thoughts personally, amongst the nine of us. What I don't want to see is the staff go out and have another plan that we start seeing people that don't particularly like that because you are right and absolutely it's t not just the downtown people that should be involved in this it's all the citizens in the community. I hope the council is in this front and center as we start the process.

Taylor Cunningham - I have a follow up question just so I know what you all would like for me to do. I've heard we need a better plan; we need to do a better job in communicating with downtown business owners; and, we need to do a better job including the council from the get go and those are three things for me to work on when I go in tomorrow. So, I need to know from you, are you wanting us to rework the plan? Do you want to have a session where we all brain storm together? Does that include the main street business owners? I don't know what to start putting together.

Mr. Stanley - My recommendation would be to have a work session to put a plan of action together to get that direction.

Mrs. Lewis – So, at the work session we as a council come up with a plan for them (staff) to go back and rework, right?

Mr. Stanley - - My recommendation would be to have a work session for council direction to have Sam give staff direction. That's my thoughts.

Taylor Cunningham – Is the work session just council and Sam? Do you want me to get information? Do you need more options? Do you need the engineer there?

Mr. Stanley – I would like the Mayor to organize what we want there. He is not here tonight. I'll put it on him tonight.

Mr. Stinnett – I don't think we need plans. I don't think we need Taylor quite frankly. I think we need the City Manager and the Council. Certainly, the people that would be involved; the engineering staff quite frankly. Talk, just have a conversation about things we hear out in the community from the stakeholders in the community and at that time we can give City Manager whatever direction the council decides to do. Mayor needs to get here and obviously when he gets back and figure out how he

wants to put this together. But, I don't think I'm not wishing you to come to a meeting but I don't see we need you (Taylor).

Taylor Cunningham – It's fine if I'm not going to be there but as someone who was previously a planner I'd strongly advocate – if you want to have Troy there or a different planner that's fine. But, I don't think everything can be answered from engineers and planners are also professionals.

Mr. Stanley – I think Sam should be able to bring anyone from his staff.

Mayor – I would still like to truly know that the outdoor restaurants are going to increase their staffs for a short period because if they are not excited I'm a little more hesitant and want to know if they are willing to put outside.

Mr. Stanley – We will have a work session in October to discuss this and other items. I want to let council know I will be sponsoring Chautauqua Days the second weekend in October. I encourage other business owners to join in and become a sponsor as well.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for discussion of applicants for the Municipal Judge position. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by second by Mr. Shaw, Second by Mr. West to go in closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

The meeting adjourned at 9:20 p.m.
Respectfully,

Barbara L Hogelin

Barbara L. Hogelin, City Clerk MMC/MPCC

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 2, 2017

ITEM: Council Bill No. 2017-008 approving and authorizing payment of the Commissioners' Award and payment of the Commissioners' Fees in the condemnation matter of City of Joplin v. Arizona Property, LLC et al.

ORIGINATING DEPARTMENT: Legal Department.

ATTACHMENTS: Council Bill No. 2017-008; Commissioners' Award; Commissioners' fee bill.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
PUBLIC WORKS:	Dave Hertzberg	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill approves and authorizes payment of the Commissioners' Award and payment of the Commissioners' fees for the City's acquisition of property owned by Arizona Property, LLC and Community Bank & Trust located at or near 2902 Arizona Avenue in Joplin.

DISCUSSION:

The acquisition of the Arizona property is required to facilitate the extension of 30th Street from Mississippi Avenue to Arizona Avenue and to construct storm water drainage and a detention basin in the area of 30th Street and Arizona Avenue. The City entered into negotiations with Arizona Property, LLC to acquire a voluntary acquisition of the necessary property, and when those negotiations were not successful, the Council authorized the institution of a condemnation proceeding through Ordinance No. 2017-122, on March 20, 2017. The Court appointed three Commissioners to assess damages for the taking. The Commissioners viewed the property and recently filed their Report of Commissioners with the Jasper County Circuit Court. The Commissioners' Report, signed by all three (3) Commissioners, found damages for the total acquisition of this property to be the sum of Two Hundred Twenty-Nine Thousand and Forty-One Dollars, No Cents ($229,041.00). In addition, the Commissioners, Josh Hensley, Joe Lyon, and David Riesemy, submitted a fee bill for their time on this project, in the total amount of Four Thousand, Five Hundred Dollars, ($4,500.00). We recommend payment of these amounts into the Court at this time so that the City may take possession of the property and allow the project to proceed to conclusion.

RECOMMENDATION:

Staff recommends this Council Bill be adopted on an emergency basis.

JLP
attachments

Electronically Filed - Jasper County - Joplin - September 14, 2017 - 03:51 PM

City of Joplin v. Arizonal Property, LLC

RECEIVED
SEP 15 2017
CITY ATTORNEY

Case No 17AO-CC00094

REPORT OF COMMISSIONERS

The undersigned Commissioners, after due consideration, determine that just compensation payable from the City of Joplin to the landowner should be $229,041.00.

Josh Hensley
4199 South Rd
Webb City Mo 64870

Joe Lyon
719 EUCLID AVE
CARTHAGE, MO 64836

David Riesenmy
P.O. Box 4495
Joplin MO 64803-4495

IN THE CIRCUIT COURT OF JASPER COUNTY, STATE OF MISSOURI
CIRCUIT DIVISION – AT JOPLIN

City of Joplin, Missouri, A Municipal Corporation,	)	
Plaintiff,	)	
vs.	)	Case No. 17AO-CC00094
Arizona Property, LLC, et al.	)	
Defendants.	)	

COMMISSIONERS' FEE

TO: **Josh Hensley**, service as Commissioner in the above entitled cause, $1,500.00.

TO: **Joe Lyon**, service as Commissioner in the above entitled cause, $1,500.00.

TO: **David Riesenmy**, service as Commissioner in the above entitled cause, $1,500.00.

We certify the above bill to be correct and just and that the services were rendered as stated.

Josh Hensley

Joe Lyon

David Riesenmy

Dated this 15th day of August, 2017.

IN THE CIRCUIT COURT OF JASPER COUNTY, STATE OF MISSOURI
CIRCUIT DIVISION – AT JOPLIN

City of Joplin, Missouri, A Municipal Corporation,	)	
Plaintiff,	)	
vs.	)	Case No. 17AO-CC00094
Arizona Property, LLC, et al.	)	
Defendants.	)	

COMMISSIONERS' FEE

TO: **Josh Hensley**, service as Commissioner in the above entitled cause, $1,500.00.

TO: **Joe Lyon**, service as Commissioner in the above entitled cause, $1,500.00.

TO: **David Riesenmy**, service as Commissioner in the above entitled cause, $1,500.00.

We certify the above bill to be correct and just and that the services were rendered as stated.

Josh Hensley

Joe Lyon

David Riesenmy

Dated this 20th day of September, 2017.

JL

IN THE CIRCUIT COURT OF JASPER COUNTY, STATE OF MISSOURI
CIRCUIT DIVISION – AT JOPLIN

City of Joplin, Missouri, A Municipal Corporation,	)	
Plaintiff,	)	
vs.	)	Case No. 17AO-CC00094
Arizona Property, LLC, et al.	)	
Defendants.	)	

COMMISSIONERS' FEE

TO: **Josh Hensley**, service as Commissioner in the above entitled cause, $1,500.00.

TO: **Joe Lyon**, service as Commissioner in the above entitled cause, $1,500.00.

TO: **David Riesenmy**, service as Commissioner in the above entitled cause, $1,500.00.

We certify the above bill to be correct and just and that the services were rendered as stated.

_____
Josh Hensley

_____
Joe Lyon

_____
David Riesenmy

Dated this _____ day of _____, 2017.

COUNCIL BILL NO. 2017-008 ORDINANCE NO.

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and Commissioners' Fees in the case styled *City of Joplin v. Arizona Property, LLC et al.*, Case No. 17AO-CC00094, from the Parks/Stormwater Sales Tax Fund, Account 130-4555-530-8665, Project TS0605, to complete the acquisition of right-of-way across property located at 2902 Arizona Avenue, in Joplin, Jasper County, Missouri; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri, has commenced a condemnation action for the acquisition of certain real property for public use necessary to facilitate the extension of 30th Street from Mississippi Avenue to Arizona Avenue and to construct storm water drainage and a detention basin in the area of 30th Street and Arizona Avenue, in a case styled City of Joplin v. Arizona Property, LLC et al., Case No. 17AO-CC00094, filed on March 30, 2017, in the Circuit Court of Jasper County, Missouri, at Joplin; and,

WHEREAS, on September 14, 2017, the Report of Commissioners was filed, setting the amount of compensation for the interest to be acquired from Arizona Property, LLC and Community Bank & Trust, in the total amount of Two Hundred Twenty-Nine Thousand and Forty One Dollars, No Cents ($229,041.00), and the Commissioners' Fee Bill was filed in the office of the Circuit Clerk of Jasper County, Missouri, setting the Commissioners' Fees in the total amount of Four Thousand, Five Hundred Dollars, No Cents ($4,500.00).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN,

MISSOURI, as follows:

Section 1. That payment of the Commissioners' Award in the total amount of Two Hundred Twenty-Nine Thousand, Forty-One Dollars, No Cents ($229,041.00), and the Commissioners' Fees in the total amount of Four Thousand, Five Hundred Dollars, No Cents ($4,500.00), is hereby authorized and directed to be made to the Circuit Clerk of Jasper County, Missouri, from the Parks/Stormwater Sales Tax Fund, Account 130-4555-530-8665, Project TS0605.

Section 2. 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, 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

_____, 2017, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: October 2, 2017

ITEM: Council Bill No. 2017-009 electing John Podleski as Municipal Judge for the City of Joplin; approving an Agreement with John Podleski for Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2017-009; Exhibit "A" – Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill approves an Agreement between the City and Judge Podleski for his services as Municipal Judge for the City of Joplin.

DISCUSSION:

This Agreement as prepared for Judge Podleski and the City, reflects a term of four (4) years commencing on October 3, 2017, and continuing until October 2, 2021, with an annual base salary of Ninety Thousand, Two Hundred Sixty-Five Dollars ($90,265.00), entitlement to accrue benefits through LAGERS, and deferred compensation in the amount of Two Hundred Fifty Dollars ($250.00) per month, to be paid for his services as Municipal Judge for the City.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

PCE:ab
attachments

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of October, 2017, by and between the City of Joplin, Missouri, a municipal corporation, hereinafter called the "City", and John Podleski, hereinafter called "Podleski" or "Municipal Judge".

W I T N E S S E T H :

WHEREAS, it is the desire of the City Council to secure and retain the services of Podleski as the Municipal Judge on a contractual basis; and,

WHEREAS, City finds Podleski qualified to serve as Municipal Judge as provided by Section 9.02 of the Home Rule Charter of the City of Joplin; and,

WHEREAS, City desires to contract with Podleski to perform services as Municipal Judge of the City of Joplin; and,

WHEREAS, Podleski desires to contract with the City of Joplin as the Municipal Judge of said City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Duties. City agrees to employ Podleski as Municipal Judge of the Municipal Court of the City of Joplin, Missouri, to perform the functions and duties of the office of Municipal Judge as set forth by law, ordinance, and the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign to the Municipal Judge.

2. Term. (a) The parties recognize and agree that Podleski is to serve as Municipal Judge for a term of four (4) years, and that he serves and will continue to serve until his successor is selected and qualified as provided in Section 9.02 of the Home Rule

Charter of the City of Joplin, Missouri; the parties further agree that neither this Agreement nor the continued service of Podleski during the term of this Agreement beyond the initial four (4) year term shall be construed as an appointment or re-appointment of Podleski for another four (4) year term; the parties further agree that after the expiration of the initial four (4) year term, the requirement in Section 9.02 of the aforesaid Charter which allows removal only for cause by a two-thirds (2/3rds) vote of the Council after hearing before the Council will not be applicable, and that this Agreement and the services of Podleski as Municipal Judge shall be terminable as provided in Section 9. of this Agreement.

(b) The term of this Agreement shall be for a period of four (4) years commencing on October 3, 2017, and continuing until October 2, 2021. Thereafter, the services of Podleski as Municipal Judge shall continue on a year-to-year basis in exchange for the compensation herein described and upon the terms and conditions of this Agreement, contingent upon the annual budgeting of funds by the Council of the City, unless modified or amended by both City and Podleski in writing or terminated pursuant to Section 9. herein.

(c) Either party may terminate this Agreement pursuant to Section 9. herein.

(d) The parties existing contract for Podleski's employment as the associate municipal court judge shall be terminated upon execution of this Agreement.

3. Compensation. The City agrees to pay Municipal Judge for his services rendered pursuant hereto an annual base salary of Ninety Thousand Two Hundred Sixty Five Dollars and 00/100 Dollars ($90,265.00), payable in installments at the same time

as other employees of the City are paid; provided, however, the annual Budget adopted pursuant to Section 4.11 of the Home Rule Charter shall constitute a modification of the agreed annual base salary set forth in this Agreement during the fiscal year said annual Budget is in effect; provided further, if the employment of Podleski as Municipal Judge shall be terminated at any time pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, or to Section 9. of this Agreement, or if Podleski shall be unable to perform his duties because of death or incapacity, or if Podleski shall voluntarily resign at any time from his position with the City, then in such event Podleski shall be entitled only to that portion of his annual base salary as shall be due upon the effective date of his death, incapacity, removal, or resignation. Podleski shall also be entitled to accrue benefits through LAGERS and shall receive deferred compensation in the amount of $250.00 per month. No other benefits, including health, dental and vision are to be provided to Podleski.

4. Hours of Work. It is recognized that the Municipal Judge is a full-time contractual employee of the City and he shall devote adequate time to the duties of his office so that he shall fulfill the requirements of the job in a professional and workmanlike manner. Open Court shall be held on at least four (4) days weekly, on such days, and at such times, as shall most effectively spread the workload of the Municipal Court and serve the convenience of the public. Podleski maintains the right to provide legal services to clients so long as it does not interfere with the operation of the Municipal Court.

5. Continuing Legal Education. City agrees that the Municipal Judge may attend continuing legal education (CLE) training programs and related programs for Municipal Judges as provided in the yearly Budget.

6. Associate Municipal Judge. The Associate Municipal Judge shall be appointed in accordance with Section 42-52 of the Joplin City Code, with the approval of the Mayor and City Council. The Associate Municipal Judge shall act at such times as requested by the Municipal Judge, or when the Municipal Judge is absent or unable to serve in his official capacity or as otherwise required. The Associate Municipal Judge shall be paid by the Municipal Judge out of the salary he receives under this Agreement.

7. Other Terms and Conditions of Employment. The City Council shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Municipal Judge, provided that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Joplin City Code, the Home Rule Charter of the City of Joplin, or any other law.

8. Limitations – State and Federal Law. Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made by the City are subject to any valid limitation placed thereon by the Constitutions of the United States of America or State of Missouri, and all statutes, laws, or judicial decisions of the State of Missouri and the United States of America.

9. Termination.

(a) The City Council of the City of Joplin, Missouri, may terminate this Agreement pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin,

Missouri, and remove Podleski from office at any time for cause by a two-thirds (2/3rds) vote of the Council after a hearing before the Council;

(b) After the expiration of the initial four (4) year term, either party may terminate this Agreement, without cause, upon written notice of the intent to terminate given at least ten (10) days prior to the expiration of any one-year (1) term;

(c) Podleski may voluntarily resign his position as Municipal Judge at any time by giving a minimum of ninety (90) days notice.

10. Non-Delegation. This Agreement shall be binding upon and inure to the benefit of the personal representatives and heirs of the Municipal Judge; provided however, this is an agreement for personal services, and the duties required of Podleski shall not be assigned or delegated except as provided in Section 6. of this Agreement, or as otherwise required by law.

11. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

12. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall

not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

15. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

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

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Michael Seibert, and duly

attested by Barbara L. Hogelin, City Clerk, and Municipal Judge John Podleski, has signed and executed this Agreement, in duplicate, the day and year first above written.

MUNICIPAL JUDGE

By: _____
John Podleski

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2017-009 ORDINANCE NO.

AN ORDINANCE electing John Podleski as Municipal Judge for the City of Joplin and approving an Agreement with John Podleski for Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That John Podleski, possessed of all necessary qualifications for the office, be, and hereby is, elected Municipal Judge of the City of Joplin.

Section 2. That the Agreement by and between the City of Joplin, Missouri, and John Podleski, employing Mr. Podleski as Municipal Judge for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 3. That the Mayor of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

FIRST AMENDMENT TO GA TERMINAL SPACE LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017, between the City of Joplin, Missouri, a Missouri municipal corporation (hereinafter "Lessor") and Alpha Air Center, a Missouri limited liability company (hereinafter "Lessee")

WHEREAS, Lessor and Lessee entered into a GA Terminal Space Lease Agreement ("Lease") approved by Lessor's City Council on April 24, 2013, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Lessor and Lessee desire to amend the Lease to reflect a change in the description of the demised premises; a change in the rent for the demised premises; and Lessee's exercise of its option to extend.

That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows, to-wit:

1. FOR VALUE RECEIVED, Lessor and Lessee amend their April 24, 2013 Lease in each and all of the following respects:

a. By changing the language between "WITNESSETH" and "1. Term." as follows:

"That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents, RENT, LEASE, AND LET unto Lessee, and Lessee hereby leases the premises described on the attached Exhibit "A," specifically the 8,113 square feet of office space referenced as "Aviation Ramp Side Area" in the General Aviation Terminal Building, attached hereto and incorporated by reference, hereinafter referred to as the "demised premises" upon the following terms and conditions:"

b. By changing paragraph 2 as follows:

"2. Rent. As compensation for its use of the demised premises, Lessee does covenant, promise, and agree to pay to Lessor during the term of this Lease:

a. The sum of $19,470.00, payable in monthly installments in the sum of $3,245.00 per month; and

b. The rent is payable on or before the first day of each month, and shall be prorated for the first month if the lease begins before the first of the month."

c. By changing paragraph 3 as follows:

"3. Option to Extend. In the event Lessee desires to extend the Lease, he shall give Lessor at least thirty (30) days' notice prior to the expiration of the initial term. The parties shall thereafter extend the Lease for an additional term of five (5) years upon the same terms and

conditions, in a signed writing, with the exception that the rent shall increase $75.50 per month through the additional term."

2. In all other respects, the parties affirm, ratify and readopt the April 24, 2013 GA Terminal Space Lease Agreement's original terms and provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of _____, 2017.

LESSOR:
City of Joplin, Missouri

_____ _____
Samuel L. Anselm, City Manager Date

LESSEE:
Alpha Air Center, LLC

_____ _____
Alpha Authorized Signatory Date

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-153
Originating Department: PUBLIC WORKS - AIRPORT

Attachments:
1) Council Bill 2017-153
2) RFQ
3) Amended Lease Agreement
4) Exhibit A – Previous Lease Agreement

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Approval of an Amendment to the existing Lease agreement with Alpha Air Center, LLC for space in the GA Terminal Building at the Joplin Regional Airport in the amount of $19,470 per year.

Background: The Joplin Regional Airport issued a Request for Qualification (RFQ) on May 28, 2017 seeking qualified tenants wishing to occupy the space vacated in the General Aviation (GA) Terminal Facility by the Public Safety Training Facility. The best qualified applicant would have the right to negotiate a lease agreement with the Airport for the use of space within the facility.

Discussion: The Joplin Regional Airport received one response to the RFQ for the space within the GA Terminal Facility. Based on the evaluation of the submitted RFQ the Joplin Regional Airport has accepted the qualifications of Alpha Air Center as the best qualified to occupy the space requested. The Airport Board has approved the RFQ that the City published from Alpha Air.

Alpha Air Center currently leases space within the GA Terminal Facility. The Airport proceeded with the development of lease amendment to existing lease agreement with Alpha Air Center for the additional facility space. The amendment will modify the original lease to include an addition of 4338 sq. ft. of lease space through the duration of the original lease term.

Recommendation: Staff requests adoption of this council bill accepting the Amendment to the Lease agreement With Alpha Air Center, LLC on an emergency basis per section 2.12(6) of the Joplin City Charter.

REQUEST FOR QUALIFICATIONS

The City of Joplin/Joplin Regional Airport (COJ/JLN) is seeking qualified tenants wishing to occupy renovated space within the first-floor General Aviation Terminal facility located at 5501 North Dennis Weaver Dr. at the Joplin Regional Airport, Joplin, MO. The best qualified applicants will have the right to negotiate a lease agreement with the COJ/JLN for lease space within the facility. Tenants will have access to the services and facilities offered by the COJ/JLN and are subject to the ordinances and regulations governing the same.

Description of Original General Aviation Terminal Facility Space:

There are (3) easily defined areas within the facility. These areas are depicted on the attached existing floor plan of the facility;

1. Common Area which will include the main entrance/foyer, restrooms and center lobby. This space is not available for lease. Approximately 1700 sq. ft.

2. North General Use Area which is the north wing off the main lobby. Approximately 2600 sq. ft.

3. South General Use Area which is the south wing off the main lobby. Approximately 2600 sq. ft.

North and South general usable space is considered "As Is".

Utility Costs (water, gas, electric & sewer) for the space will be the responsibility of the COJ/JLN.

Janitorial, trash service, and communication costs will be the responsibility of the Lessee.

Shared General Parking area available for 300 vehicles.

The COJ/JLN has conducted an operational cost analysis for the property to produce a baseline monthly lease cost for the facility space. The minimum lease proposal must be at least $.40/sq. ft. per month to cover these costs. The facility space will be available to occupy June 30, 2017.

TENNANT INFORAMTION AND QUOTATION

The COJ/JLN will select the most qualified applicants based on the best use of the facility for the overall benefit of the City of Joplin/Joplin Regional Airport. Please provide the following information for that analysis.

Qualifications will be accepted no later than 5:00 PM CDT Friday, June 12, 2017 at the Public Works Department located on the 4th floor of Joplin City Hall, 602 South Main Street, Joplin, MO 64801. Packets should be marked "GA Terminal Space Qualifications Attention Steve Stockam".

The facility can be toured by appointment through the Airport Managers office. Call (417)623-0262 ext. 5 or email MHunter@joplinmo.org for appointment.

The successful entity will be notified no later than 5:00PM CDT June 30, 2017.

Full Name and Address Leasing Organization:

Alpha Air Center, LLC 9400 State Hwy 171, Carl Junction, MO 64834 AND

5509 N. Dennis Weaver Drive, Joplin/webb City, MO 64870

Intended facility use (add additional pages if needed):

See attached.

Types of activities anticipated:

See attached.

Area requesting:

All of North and South general spaces.

Proposed lease period:

Proposed to track with Alpha Air Center, LLC's current lease. Will consider other options.

Number of Employees housed on site:

Currently, there are 12. With the proposed additional space, there will be 43, including medical personnel and additional pilot instructors.

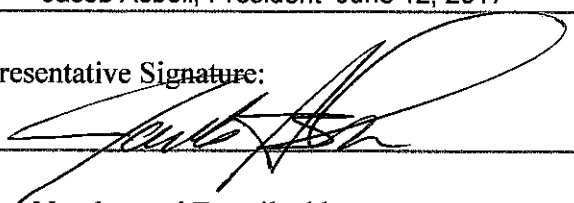
Lease proposal (Please be detailed):

First year: $2,080 per month. Increased rent in succeeding years could be tied to traffic increase at Alpha Air Center, LLC facility as measured by Tenant and disclosed to Landlord. Such confidential information will be provided to Landlord under terms of non-disclosure agreement as part of Lease.

Tennant Representative Name and Date:

Jacob Asbell, President June 12, 2017

Representative Signature:



Phone Number and E-mail address:

417-649-1269; jasbell@jeffasbell.com

GA TERMINAL SPACE LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this day by and between the **CITY OF JOPLIN, MISSOURI**, a Municipal Corporation, (hereinafter called "LESSOR") and **Alpha Air Center, LLC**, a Missouri Limited Liability Company, located at 5509 Dennis Weaver Blvd, Joplin, MO (hereinafter called "LESSEE"),

W I T N E S S E T H:

That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents, RENT, LEASE AND LET unto Lessee, and Lessee hereby leases the premises described on the attached Exhibit "A", specifically the 3,775 square feet of office space referenced as "Aviation Ramp Side Area" in the General Aviation Terminal Building, attached hereto and incorporated herein by reference, hereinafter referred to as the "demised premises" upon the following terms and conditions:

1. Term. The term of this Lease shall be for 60 months, beginning ~~April 1, 2013~~ with occupancy J" 4/04/13 and terminating ~~March 31, 2018.~~ 60 months thereafter J" 4/04/13

2. Rent. As compensation for its use of the demised premises, Lessee does covenant, promise and agree to pay to Lessor during the term of this Lease:

   a. The sum of Ninety Thousand Six Hundred Dollars ($90,600.00), payable in monthly installments in the sum of Fifteen Hundred Ten Dollars ($1510.00) per month; and

   b. The rent is payable on or before the first day of each month, and shall be prorated for the first month if the lease begins before the first of the month.

3. Option to Extend. In the event Lessee desires to extend the Lease, he shall give Lessor at least thirty (30) days notice prior to the expiration of the initial term. The parties shall thereafter extend the Lease for an additional term of five (5) years upon the same terms and conditions, in a signed writing with the exception that the rent shall increase five percent (5%) per month through the additional term.

4. Use. The demised premises shall be used and occupied only as the Alpha Air Center Fixed Base Executive Terminal.

5. Compliance. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the demised premises and shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by Lessee in or upon or connected with the demised premises, all at Lessee's sole expense. Lessee agrees not to store any hazardous waste or materials that includes, but not is limited to, pathological waste,

infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Environmental Regulation or by any future legislative action or by federal, state or local law.

6. Exoneration of Lessor. Lessor shall in no event be liable to Lessee for any damage to person, property, or effects, resulting from or on account of breakage, leakage, or destruction by water, gas, or soil pipes, or the roof, water pipes, water conduits, or other leakage or overflow in or about the leased premises, nor for any such damage, loss or injury to persons or property, suffered on, in or about the premises by reason of any present, future, latent or other defects, in the form, character or condition of said premises or any part thereof.

7. Lessee's Obligation to Maintain.

a) Lessee shall at his expense throughout the term of this Lease Agreement, take good care of the leased premises and keep the leased premises in a good and safe condition. At the end or other termination of this Lease Agreement, Lessee shall deliver up the leased premises with all improvements located thereon, in good repair and condition, reasonable wear and tear or acts or omissions of Lessor excepted.

8. Mechanic's Lien. Lessee shall not do or suffer anything to be done whereby the demised premises, or any part thereof, may be encumbered by a mechanic's or similar lien, and if whenever and as often as any mechanic's or other similar lien is filed against the demised premises or any part thereof on account of any labor performed or materials or services furnished in connection with any work in or about the demised premises or the said building done by, for, or under the authority of Lessee or anyone claiming by, through or under Lessee, Lessee shall cause the same to be discharged of record within ten (10) days after the date of filing thereof

9. Prohibited Use. Lessee shall not permit the demised premises to be used for any illegal or immoral purpose or any purpose which would render the insurance thereon void.

10. Inspection. Lessor and its agents and representatives shall have the right to enter and inspect the demised premises at any time during normal business hours for the purposes of ascertaining the condition of the demised premises or in order to make such repairs as may be required to be made by the Lessor under the terms of this Lease. Lessor shall give no less than twenty four (24) hours' notice of any inspection.

11. Utilities. Lessor shall pay for all utilities used on the demised premises, but shall not be responsible for phone, internet or cable service which shall be the responsibility of Lessee, if any.

12. Assignment and Subletting. Lessee shall not assign or sublet the whole or any part of the demised premises, without the written consent of the Lessor, which said consent shall not be unreasonably withheld.

13. Renter's Insurance. During the term of this Lease and any extension thereof, Lessee at his option, shall procure and maintain a policy of renter's insurance for damage or destruction to personal property within the demised premises, and Lessee agrees that Lessor has no obligation to insure or reimburse for Lessee's damage or loss under any circumstance.

14. Damage to Premises. In the event of partial damage or destruction to the leased premises, Lessor will timely replace and repair the damaged premises to a like or similar condition as the premises was prior to the damage, and if Lessee has to move its operations while repairs are made, Lessee will receive a rent abatement until the repairs are completed until such time Lessee can move back in and conduct its operations. In the event of a total loss to the premises, Lessor's obligation to replace the improvements shall be determined by the City and subject to the approval of the Joplin City Council, and during this time, Lessee shall receive a rent abatement. Lessor agrees to involve Lessee in the decisions regarding any such repair or replacement.

15. Indemnification. During the term of this Lease, Lessee agrees protect Lessor against any liability from or by any person whomsoever for injury to person or damage to property arising out of or in connection with the Lessee's use of the demised premises. Lessee hereby agrees to hold Lessor, its employees, agents, contractors, invitees, successors and assigns, free and harmless and to waive all rights of recovery against Lessor, its employees, successors and assigns for any and all insured occurrences.

16. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees and invitees, in the amount of Three Million Dollars ($3,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The City shall be added as an additional insured on the policy.

17. Events of Default. The following events shall be deemed to be events of default of Lessee under this Lease:

a) Lessee shall fail to pay any installment of the rent hereby reserved and such failure

shall continue for a period of ten (10) days from written notice thereof.

b) Lessee shall fail to comply with any terms, provisions or covenants of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

c) If the Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

d) If the Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or if the Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee hereunder.

e) A receiver or trustee shall be appointed for all or substantially all of the assets of the Lessee.

f) Lessee shall desert or vacate any substantial portion of the premises.

Upon the occurrence of any such event of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

i) Terminate this Lease, in which event, Lessee shall immediately surrender the premises to Lessor, and if Lessee shall fail so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim or damage therefore; and Lessee agrees to pay Lessor, on demand, the amount of all loss and damage which Lessor may incur by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.

ii) Enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expense which Lessor may incur and thus affecting compliance with the Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action, whether caused by negligence of Lessor or otherwise. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies hereby provided or any other remedy provided by law, nor shall pursuit of any remedy

herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained.

18. Surrender of Premises. Upon the expiration or other termination of the term of this Lease Agreement, Lessee shall quit and surrender to Lessor the demised premises, together with all buildings and improvements thereon, broom clean, in good order and condition, ordinary wear and damages by elements excepted. Lessee shall remove all Lessee's personal property not affixed to the premises as directed by Lessor, and failing to so do, it is agreed Lessee shall have abandoned said property and same shall become property of Lessor. All improvements made by Lessee during the term of the Lease shall become the property of Lessor upon termination of the Lease.

19. Binding Upon Successors. All rights herein shall inure to the benefit of the successors and assigns of Lessor and Lessee.

20. Attorney Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account if any breach of or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the demised premises, the City shall be entitled to recover from the other party its reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

21. Entire Agreement. This Lease embodies the entire agreement between the parties with respect to Lessor's leasing the premises to Lessee. There are no representations, terms, covenants, conditions or agreements between the parties pertaining to leasing the premises which are not herein contained. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, and inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except as otherwise herein expressly provided.

22. Venue, Jurisdiction and Choice of Law. Lessor and Lessee agree that this lease shall be governed by Missouri law, and venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or United States District Court, Western District of Missouri.

23. Common Area. Lessee shall have use of the common area, as defined and outlined in yellow on Exhibit A, for access to the demised premises and the use of the bathrooms in the common area. Lessor is responsible for maintenance of the common area and restrooms.

24. Reciprocal Covenant of Quiet Enjoyment. Lessee understands and agrees that other tenants will occupy approximately space in the Building and improvements at the premises. Tenant

agrees to conduct its operations free from excessive noise or disturbance to the other tenants, and not to enter upon the other tenant's portion of the premises. All tenants shall share the parking area for the premises, and if they are unable to agree on parking arrangements for shared use, the Lessor will make such determinations.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

"LESSOR" "LESSEE"

City of Joplin Missouri, **Alpha Air Center, LLC**

By _____ By _____

R. Mark Rohr, City Manager Jeff Asbell, Member/Owner

Attest:

By _____

Barbara Hogelin, City Clerk

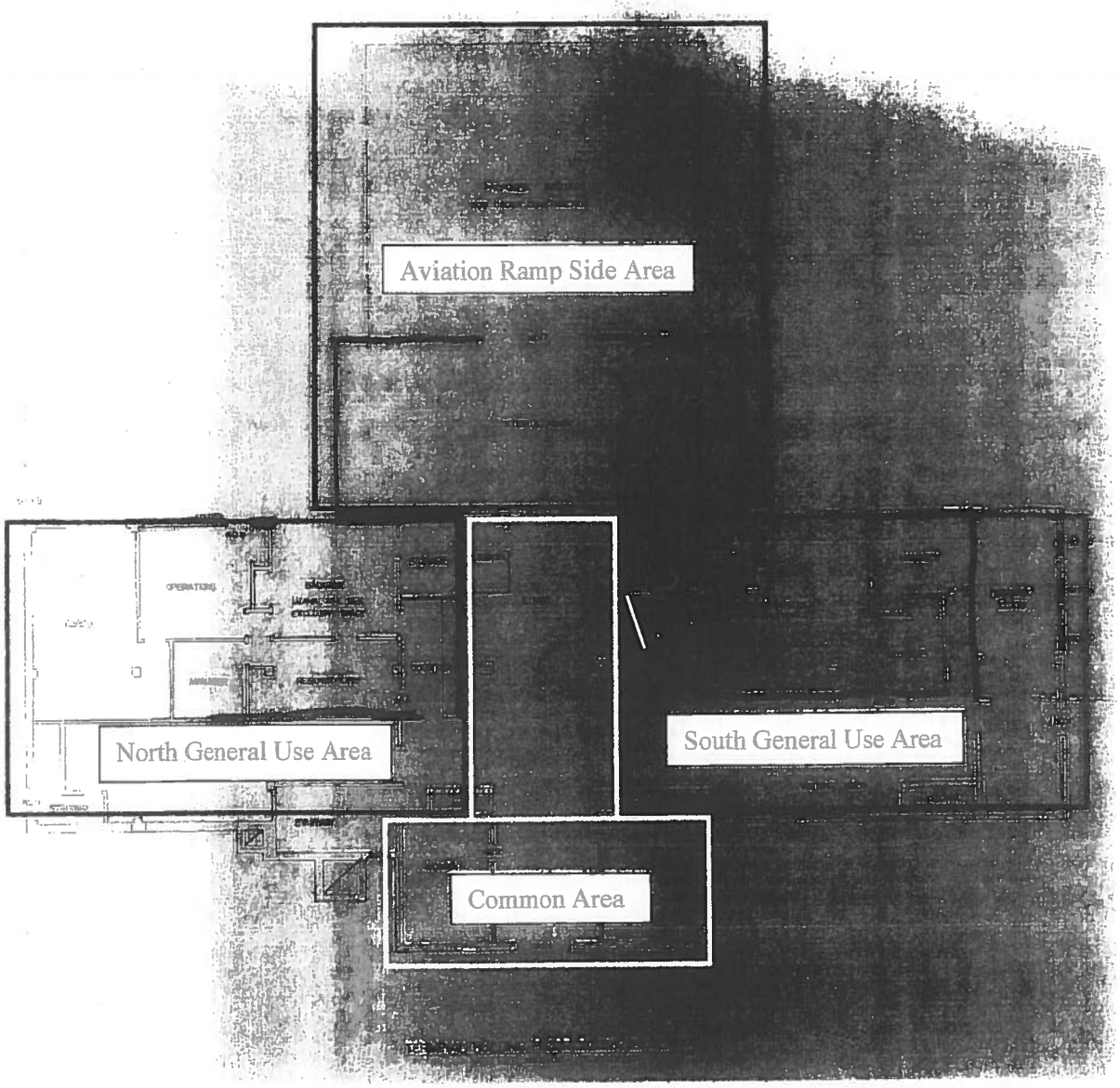
Approved as to Form:

By _____

Brian W. Head, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION AND RENTAL FEE CALCULATION

1. Legal description or specific description of the demises premises: Aviation Ramp Side Area



2. The right to the exclusive use of approximately 3,775 square feet of office space referenced above as Aviation Ramp Side Area in the General Aviation Terminal Building located on the AIRPORT. LESSEE agrees to pay to LESSOR for the use of 3,775 square feet of exclusive space located on the first floor of the GA Terminal Building, from April 1, 2013 to March 31, 2018, the sum of $.40 per square foot per month in monthly installments, covering the preceding fiscal month.

COUNCIL BILL NO. 2017-153 ORDINANCE NO.

AN ORDINANCE approving an amendment to a Lease Agreement with Alpha Air Center, LLC, in an amount not to exceed Nineteen Thousand Four Hundred Seventy and No/100 Dollars ($19,470.00) for an additional 4,338 square feet of lease space through the duration of the original lease; 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, MISSOURI as follows:

Section 1. That the amendment to a Lease Agreement with Alpha Air Center, LLC, in an amount not to exceed Nineteen Thousand Four Hundred Seventy and No/100 Dollars ($19,470.00) for an additional 4,338 square feet of lease space through the duration of the original lease a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A" be and the same is hereby approved.

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

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

_____, 2017 by a _____ vote.

ATTEST:

_____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT
BETWEEN
CITY OF JOPLIN AND JOPLIN ROOFING

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Joplin Roofing Address: 5527 Dutch Elm Dr Joplin, MO 64804	
Attention:		Attention: FRANKMC LEAN	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

Repair of GA Terminal Building Roof Project

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 180 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, 2017, 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 One Hundred Five Thousand and no/100 Dollars ($105,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the 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 $0.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications

d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Five Thousand and no/100 Dollars ($105,000.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus

$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

BID TABULATION

PROJECT: GA Terminal Roof Final Phase
DATE OF BID OPENING: September 19 , 2017

CONTRACTOR	BID
Joplin Roofing	105,000.00
Kirberg Company	107,890.00
Original Engineers Estimate	54,000.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-154
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Council Bill 2017-154
2) Contract
3) Bid Tabulation

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anslem	Date:

Recommended Action: Approval to proceed with a Purchase Order to Joplin Roofing for the Repair of the GA Terminal Building roof project by the City of Joplin in the amount of One Hundred Five Thousand Dollars and No Cents (105,000.00).

Background: Within the approved Airport Budget for 2016-17 there is a Capital Project to replace a portion of the roof on the GA Terminal Building in the airport with an original budget of Fifty Four Thousand Dollars and No Cents (54,000.00). This project is the third phase of the roof replacement program which began back in 2015. It was advertised in accordance with the City of Joplin procurement process.

Discussion: During the development of the bid package for this project it was discovered that additional roof sections that were not part of the budgeted project were more deteriorated than anticipated. With this information staff determined there is an urgent need to do all the repairs at this time. We received two bids for the project. Kirberg Company bid $107,890 and Joplin Roofing was the low bidder at $105,000.

As a result of the increased scope of work and price, the fiscal year 2016-2017 budget is being increased by the total amount of Fifty One Thousand Dollars ($51,000.00).

Recommendations: Staff recommends approval to proceed with a Purchase Order to Joplin Roofing for $105,000 for the Repair of the GA Terminal Building roof project on an emergency basis as per section 2.12(6) of the Joplin City Charter.

COUNCIL BILL NO. 2017-154 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Roofing for the purpose of repairing the GA terminal building roof at the Joplin Regional Airport for the not to exceed price of One Hundred Five Thousand and 00/100 Dollars ($105,000.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Joplin Roofing for the purpose of repairing the GA terminal building roof at the Joplin Regional Airport for the not to exceed price of One Hundred Five Thousand and 00/100 Dollars ($105,000.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing appropriations by the total amount of Fifty-One Thousand Dollars and No Cents ($51,000.00).

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 5. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Public Works Airport Fund.

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

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

_____, 2017 by a _____ vote.

_____

Michael L. Seibert, Mayor

Council Bill 2017-154

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Public Works Airport Fund Account Number 405-5004-520-8015 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

RENTAL CAR CONCESSION AGREEMENT
AND
PERMIT FOR COMMERCIAL ACTIVITIES

THIS AGREEMENT is made by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation (hereinafter "airport"), and **Carco Capital Corporation**, a Missouri Corporation (hereinafter "operator") on this _____ day of _____, 2017 (the effective date), for the purpose of providing a rental car concession at the Joplin Regional Airport.

RECITALS

A. City of Joplin owns and operates the Joplin Regional Airport.

B. It is necessary in the promotion and accommodation of air commerce and air transportation that qualified, economical, courteous, safe, clean, and efficiently operated rental car facilities be available for the benefit of air travelers and the public.

C. Operator is awarded the right to operate one of several available rental car concessions at the Joplin Regional Airport.

D. Operator has been approved to occupy a portion of the airport terminal building and utilize the rental car-ready parking lot for the storage of vehicles.

E. All of the airport is not required for aeronautical activities. City of Joplin desires to use portions of the airport to provide facilities and services for other than aeronautical activities for the benefit of the general public.

AGREEMENT

1. PREMISES.

A. Those portions of the Airport to be used exclusively by Operator pursuant to this Agreement are described and depicted at the Airport Terminal Building and the rental car-ready parking lot, attached hereto and incorporated by reference as Exhibit A.

B. City of Joplin retains the right at any time to change the location of the Premises to be used pursuant to this Agreement. City of Joplin shall provide thirty (30) calendar days' prior written notice to Operator of any change in the Premises.

2. TERM.

A. The term of this Agreement shall be for a period of five (5) years, commencing on the effective date.

B. Operator shall have one (1) five-year option to extend the term of this Agreement. If Operator exercises said option, all of the terms and conditions of this Agreement shall

remain in full force and effect, with the exception of this clause concerning the option. Operator may exercise its option by sending written notice to the City of Joplin no less than ninety (90) calendar days prior to the expiration of the initial term.

C. The term of this Agreement shall convert to month to month if the original term is exceeded, and a new Agreement has not been entered into by the parties or Operator has failed to exercise its option. All other terms and conditions will remain the same.

D. This Agreement is entered into with the understanding that the City of Joplin can initiate an open, competitive process for the provision of rental car service beyond the expiration of this Agreement.

3. TERMINATION. The City of Joplin may terminate this Agreement, without cause, with ninety (90) days' written notice to Operator.

4. USE. Operator is authorized to use the Premises for the sole purpose of operating and maintaining a rental car concession at the Joplin Regional Airport.

A. Airport Terminal shall be used for the purpose of conducting on airport rental car concession transactions and related operations for the convenience of passengers, patrons and tenants utilizing the Airport.

B. Rental Car Lot shall be used for the purpose of pre-positioning rental cars for customers and providing a designated area to which customers return rental cars. Operator shall not utilize the ready-car parking spaces for the storage of vehicles larger than twenty (20) feet in length, i.e. recreational vehicles, trucks, nor shall Operator's employees utilize these parking spaces for the purpose of parking their personal vehicles.

5. Rent

A. Operator shall pay monthly rent for the use of the above facilities. The Rent to be paid by Operator to City of Joplin/Joplin Regional Airport under this Agreement is outlined below by year:

Year 1	$3,400
Year 2	$3,450
Year 3	$3,525
Year 4	$3,600
Year 5	$3,675

Rent during the option term, if exercised, will increase by two percent per year over the Year 5 level above.

Operator is allowed but not required to charge customers an airport fee to help offset the rental charges outlined above.

If passenger deplanements decrease by 10% or more from 2016 levels, then Operator has option to renegotiate rent or terminate this agreement. The same would be true if a 3rd Rental Car Operator were allowed to use the airport facilities.

B. Operator shall pay to City of Joplin/Joplin Regional Airport the Monthly Rental Charge, without deduction, set off, prior notice or demand on or before the twentieth day of each month.

C. All payments required under this Agreement shall be paid to City of Joplin/Joplin Regional Airport, addressed to the Joplin Regional Airport, at 602 South Main Street, Joplin, MO 64801 or any other place or places that City of Joplin/Joplin Regional Airport may designate by written notice to Operator. Payments not paid when due are subject to late fees and penalty charges.

D. Operator agrees to pay Airport fees and other charges established by the Airport. It is expressly agreed that time is of the essence in this Agreement for payment of any and all rentals, fees, and charges herein provided. Therefore, if Operator fails to pay any fees or charges herein prescribed and within the time herein prescribed, Airport may upon thirty (30) days written notice to Operator, unless Operator within said period shall have corrected such failure to pay, expel Operator and remove its effects forcibly, if necessary, without prejudice to any remedy. Upon such action, this Agreement may, at the option of the Airport, terminate.

E. The Operator shall pay to the Airport a late charge equal to 1.5% per month on all fees charges that are 30 days past due. Said late charge shall commence on the past due amount from the date said payment was due and shall be computed to the date the past due amount is paid. Operator shall receive written notice of all past due invoices.

6. TAXES.

Operator shall obtain and pay for all applicable licenses, permits, fees, or other authorization or charges as required under Federal, State, or local (including Airport and City) laws, regulations, ordinances, and policies that are necessary to comply with the requirements of this Agreement and the privileges extended under this Agreement or are required by the imposing authority.

7. SERVICE.

A. Operator shall operate the rental car concession in accordance with the highest standards and practices of the automobile rental trade. Further, Operator understands and acknowledges that the City of Joplin/Joplin Regional Airport's obligation to facilitate air travel of the public at the Airport includes efficiently operated Rental Car Concessions for the use of air travelers and other members of the public. Consequently, and as an additional consideration to the City of Joplin/Joplin Regional Airport for awarding this Agreement to the Operator, Operator covenants as follows:

1. To furnish service on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Operator shall furnish prompt, courteous and efficient service adequate

to meet all reasonable demands for its services at the Airport. It shall maintain and operate the Concession in a first-class manner and shall keep its premises in a safe, clean, orderly and inviting condition at all times satisfactory to the Airport Director.

2. Operator shall maintain on the Premises an adequate number of vehicles to meet reasonable public demand. Such automobiles shall at all times be maintained by Operator, at its own cost and expense, in good operating order and free from known or reasonably discernible mechanical defects, and shall be kept in clean, neat and attractive condition, inside and out. All automobile safety related items must be maintained in an operable condition at all times. Operator agrees that it will at no time use automobiles whose year model is more than two (2) years older than the current year model. All vehicles of the Operator's fleet shall be equipped with factory or dealer-installed air conditioning. City of Joplin/Joplin Regional Airport has the right to disapprove of any automobile supplied by Operator that does not meet or exceed the standards contained herein for public use at the Airport. Notice of such disapproval shall be submitted to Operator by the City of Joplin/Joplin Regional Airport in writing with the reasons therefore and Operator shall take immediate action to withdraw such unsatisfactory automobiles from service at the Airport.

3. Operator's rental counters shall be kept open so as to provide maximum availability of service and adequate rental opportunity to the traveling public during such hours as may be established or reestablished from time to time by the Airport Director. Hours of operation shall be during all hours of Airport operation, in addition to being open during all flights and until ½ hour after the latest flight. The hours of operation may be reduced or modified with the prior written approval of the Airport Director

4. Operator shall select and appoint a full-time manager of its rental car concession herein authorized. Such person shall be qualified and experienced, vested with full power and authority to act in the name of the Operator with respect to method, manner, and conduct of the operation of Operator's rental car concession on the Airport. Such manager or supervisor shall be available at the Airport during regular business hours, and at all times during the manager's absence a duly authorized subordinate shall be in charge and available on the Airport.

5. Operator shall have the capability of providing both local rentals and nationwide one-way rentals.

6. Operator shall be part of a nationwide computerized reservations system allowing rental car reservations to be made from anywhere in the nation through airline and travel agent computer systems.

7. Operator shall have a nationwide "800" telephone number reservation service.

8. Operator shall provide nationwide rental car replacement to the customer for rental cars that develop mechanical problems.

9. All automobiles used by the Operator for the concession must have a business logo

or name placed in a consistent location on the windshield or body of each automobile. Minimum logo size shall be two square inches in area.

10. Except in case of emergency, the Operator shall obtain the approval of the Airport Director prior to any space closure outside of normal operating hours.

11. Operator shall control the conduct, demeanor and appearance of its employees and representatives. Operator and their employees while on duty, shall wear acceptable attire which at all times shall be maintained in a neat, orderly and clean condition.. Cutoff shorts, undershirt-type shirts, or clothing of suggestive nature are prohibited and shoes are required. Employees will wear name-tags which display their name and the name of the rental car concession or company logo. Such employees shall be trained by Operator to render a high degree of courteous and efficient service and it shall be the responsibility of the Operator to maintain close supervision over such employees to assure the rendering of a high standard of service to the public and the patrons of the rental car concession.

12. Operator shall accept major or nationally recognized credit cards.

13. Operator and its employees shall abide by all reasonable rules, regulations, policies, and instructions of the Airport Director or his designee.

8. PARKING AND ACCESS.

A. Employee Parking. Operator's employees will be allowed to park in the main lot without cost while they are working.

B. Access to Premises. City of Joplin/Joplin Regional Airport shall provide Operator with keys to access the Premises. Operator is responsible for the cost to replace all lost keys. Operator is responsible for the costs associated with re-keying the Premises if the Airport Director determines that the lost or misplaced key may compromise Operator's security.

9. AIRPORT FACILITIES. Nothing contained in this Agreement shall be construed as entitling Operator to the exclusive use of any services, facilities, or property rights of any nature at the Airport, except for the purpose and use of the Premises as set forth in this Agreement and the Premises as described and set forth.

10. MECHANIC'S LIENS. Operator shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Operator.

11. WASTE; QUIET CONDUCT. Operator shall not commit or suffer to be committed any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant of or user of the Airport or the City of Joplin/Joplin Regional Airport's adjoining property.

11. STORAGE. Operator shall not store anything outside of the Premises without the prior written approval of the Airport Director.

12. OPERATOR'S SECURITY RESPONSIBILITIES. Operator shall completely secure Airport Terminal during non-operating hours. Operator shall pay any fines imposed upon the City of Joplin/Joplin Regional Airport by the Transportation Security Administration or the Federal Aviation Administration for violation of security caused by actions of Operator or its agents, employees, or invitees. Operator shall pay such fine within thirty (30) calendar days of written notice from the City of Joplin/Joplin Regional Airport of the obligation to pay the fine. Failure to comply with the provisions of this section is grounds for termination of this Agreement by the City of Joplin/Joplin Regional Airport.

13. RULES AND REGULATIONS; COMPLIANCE WITH LAWS. Operator shall, at Operator's sole cost and expense, comply with all requirements, statutes and regulations of all City of Joplin/Joplin Regional Airport, state and federal authorities now in force, or which may hereafter be in force, pertaining to Operator's use of the Premises or its services to be performed under this Agreement. Operator's use of the Premises shall conform to all Airport rules and regulations and local building and fire codes.

14. MAINTENANCE AND ALTERATIONS.

A. Operator shall, at Operator's sole cost and expense and at all times during the term, maintain the Premises in a safe and attractive condition and in the same condition as received at the beginning of the term, ordinary wear and tear excepted. Operator shall do, or cause to be done without delay, all those things which, in the opinion of the Airport Director, are necessary or desirable in the interests of safety or to maintain the Premises in good repair and appearance. All damage caused to the Premises and/or Airport by Operator, its officers, employees, agents and invitees, shall be repaired at Operator's sole expense.

B. Operator shall not make or cause to be made any alterations or improvements to the Premises, including modifications or alterations of the Premises' electrical installations or equipment, without first securing the written consent of the Airport Director. The Airport Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with Airport Policy and all applicable building, zoning and fire codes. Upon the termination of this Agreement, at the sole option of the City of Joplin/Joplin Regional Airport: (1) The alterations or improvements shall become the property of the City of Joplin/Joplin Regional Airport and shall remain on the Premises; or (2) Operator shall remove all alterations or improvements and return the Premises to the City of Joplin/Joplin Regional Airport in substantially the same condition as the Premises existed at the commencement of this Agreement.

C. City of Joplin/Joplin Regional Airport shall maintain electrical, plumbing and HVAC systems within the Airport terminal facility in good condition and repair. The Operator hereby expressly waives any and all claims and holds the City of Joplin/Joplin Regional Airport harmless for damages arising or resulting from failures or interruption of utility services furnished by the City of Joplin/Joplin Regional Airport herein including but not limited to stoppages in electrical energy, the quantity or temperature of water, heating or air- conditioning, or for the failure or interruption of any public or passenger conveniences.

15. RIGHT TO INSPECT.

A. The City of Joplin/Joplin Regional Airport and its authorized officers, agents, employees, volunteers, contractors, subcontractors and other representatives shall have the right to inspect and enter upon the Premises for any purpose, including, but not limited to, the following:

1. To inspect the Premises at reasonable intervals during regular business hours to determine whether Operator has complied with or is complying with the promises, terms, covenants and conditions of this Agreement;

2. To make repairs, additions, or alterations as may be necessary or convenient for the conduct, safety, improvement, or preservation of the Airport;

3. For emergency purposes; and

4. In the exercise of the City of Joplin/Joplin Regional Airport's police power.

B. No inspection or entering on the Premises by or on behalf of the City of Joplin/Joplin Regional Airport shall cause or constitute a termination of this Agreement, or be deemed to constitute an interference with Operator's use of the Premises.

16. INDEMNITY.

A. Airport agrees to indemnify and hold harmless Operator, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the reckless or intentional acts of Airport.

B. Operator agrees to indemnify and hold harmless Airport, its City Council, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the reckless, or intentional acts of Operator.

17. INSURANCE.

A. Operator, at its expense, shall procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company that has an A.M. Best Company rating of at least an "A-" rating, or similar rating by another insurance rating company, and is licensed and authorized to conduct business in the State of Missouri, Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, and Independent Contractors. Such coverage shall apply to bodily injury and property damage on an

"Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty TwoThousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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. Operator 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 Operator, its employees, officers or agents. Operator agrees to cause its insurer to name City as an additional insured on such insurance policy. Operator shall furnish Airport with a certificate of insurance as evidence of coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to Airport. Coverage is to be written on the broadest liability form that is customarily available at reasonable cost. The insurance carrier shall not avoid liability under such policies by claiming Airport governmental immunity. Airport shall be a named insured upon all such policies, but shall have no obligation for the payment of any premiums for such coverage. In the event the scope of the Airport's tort liability as a governmental entity described in Section 537.600 through .650, RSMo., inclusive, is broadened or increased during the term of this Agreement by subsequent legislative or court action, Airport, upon written notice to Operator, may require Operator to provide additional limits of liability sufficient to protect the Airport and the City of Joplin's interests to the extent of any such change. If the Airport's current limitations upon tort liability are abolished entirely, Airport may require Operator to provide such coverage to protect the Airport and the City of Joplin's interests as may be reasonable and prudent for the risks associated with the activities allowed under this Agreement. Statutory Workers' Compensation required by the Labor Code of the State of Missouri and Employers' Liability Insurance in an amount not less than $1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City of Joplin/Joplin Regional Airport, its elected officials, officers, employees, agents and volunteers.

B. Non-limitation. Nothing contained herein shall be deemed to limit or otherwise reduce Operator's liability hereunder to the insurance limits herein provided.

C. Independent Contractor. Operator is an independent contractor and not an agent or employee of Airport with respect to its acts, errors, or omissions.

18. FEDERAL REQUIREMENTS. To comply with FAA requirements, Operator, its representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree:

A. That in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A,

Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

B. That: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in use of the facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator shall occupy and use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, the City of Joplin/Joplin Regional Airport shall have the right to terminate this Agreement and to reenter and repossess the land and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. That Operator shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to purchasers.

E. That non-compliance with subdivision D above shall constitute a material breach thereof and in the event of such non-compliance the City of Joplin/Joplin Regional Airport shall have the right to terminate this Agreement without liability therefore or at the election of the City of Joplin/Joplin Regional Airport or the United States either or both said Governments shall have the right to judicially enforce Provisions.

F. That Operator shall insert the above five provisions, subdivisions A through E, in any agreement, contract, etc., by which Operator grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises herein;

G. The Operator, for himself, his heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in

compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federal Assisted Programs of the Department of Transportation, as said Regulations may be amended.

1. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

H. That the City of Joplin/Joplin Regional Airport reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Operator and without interference or hindrance.

I. That the City of Joplin/Joplin Regional Airport reserves the right, but shall not be obligated to Operator to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Operator in this regard.

J. That this Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Joplin/Joplin Regional Airport and the United States relative to the development, operation or maintenance of the airport.

K. That there is hereby reserved to the City of Joplin/Joplin Regional Airport, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Joplin Regional Airport.

L. That Operator agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

M. That Operator, its officers, administrators, representatives, successors and assigns will not erect nor permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the Premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City of Joplin/Joplin Regional Airport reserves the

right to enter upon the Premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Operator.

N. That Operator, its officers, administrators, representatives, successors and assigns will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Joplin Regional Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City of Joplin/Joplin Regional Airport reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Operator.

O. That this Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Joplin Regional Airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

19. ASSIGNMENT. Operator shall not voluntarily assign or encumber its interest in this Agreement or in the Premises, or allow any other person or entity (except its authorized representatives) to occupy or use any or all part(s) of the Premises, without first obtaining the City of Joplin/Joplin Regional Airport's prior written consent. Said consent shall not unreasonably be withheld. Any assignment or encumbrance without the City of Joplin/Joplin Regional Airport's consent shall be voidable and, at the sole election of the City of Joplin/Joplin Regional Airport, shall constitute a default of this Agreement. No consent to any assignment or encumbrance shall constitute a further waiver of the provisions of this section.

20. INVOLUNTARY ASSIGNMENT.

A. No interest of Operator in this Agreement shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

1. If Operator is or becomes bankrupt (whether voluntary or involuntary) or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Operator is the bankrupt; or, if Operator is a partnership or consists of more than one person or entity, if any partner of the partnership, or other person or entity, is or becomes bankrupt (whether voluntary or involuntary) or insolvent, or makes an assignment for the benefit of creditors;

2. If a writ of attachment or execution is levied on this Agreement;

3. If, in any proceeding or action to which Operator is a party, a receiver is appointed with authority to take possession of the Premises; or

4. The abandonment or discontinuance of any operation at the Airport by Operator, or the failure to conduct any service, operation or activity permitted by this Agreement. If this condition exists for a period of seven (7) consecutive calendar days without the prior written consent of the City of Joplin/Joplin Regional Airport, it will constitute an abandonment of the land, facility or location, and this Agreement and

the Permit shall become null and void.

B. An involuntary assignment shall constitute a default by Operator, and the City of Joplin/Joplin Regional Airport shall have the right to elect to terminate this Agreement. In no event shall this Agreement be deemed or treated as an asset of Operator.

21. DEFAULT.

A. The occurrence of any of the following shall constitute a material breach or default of this Agreement by Operator:

1. Failure to pay any payment due under this Agreement when due, if the failure to pay continues for seven (7) calendar days after notice of the failure has been given to Operator;
2. Failure of the Operator to operate the business authorized in this Agreement.
3. Cessation or deterioration of any service for any period which, in the determination of the City of Joplin/Joplin Regional Airport, materially and adversely affects the operation or service required to be performed by Operator under this Agreement.
4. Failure to maintain current licenses, if any, required for the permitted operation.
5. Intentionally supplying the City of Joplin/Joplin Regional Airport with false or misleading information or misrepresenting any material fact on documents or in statements to or before the City of Joplin/Joplin Regional Airport and its employees, or the intentional failure to make full disclosure on a financial statement, statement of gross sales, or other required documents.
6. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) calendar days after notice of the failure has been given to Operator. If the breach or default cannot be reasonably cured within thirty (30) calendar days, Operator shall not be in breach or default of this Agreement if Operator commences to cure the breach or default within the thirty (30) calendar day period and diligently and in good faith continues to cure the default.

B. Notices given under this section shall specify the alleged breach or default, and shall demand that Operator perform the provisions of this Agreement or pay the payment that is in arrears, as the case may be, within the applicable time period, or this Agreement is terminated. No such notice shall be deemed a forfeiture or a termination of this Agreement or a revocation of the Permit unless the City of Joplin/Joplin Regional Airport so elects in the notice.

C. The City of Joplin/Joplin Regional Airport, at any time after Operator commits a breach or default of this Agreement, can cure the breach or default at Operator's cost. If the City of Joplin/Joplin Regional Airport, at any time, by reason of Operator's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by the City of Joplin/Joplin Regional Airport shall be due immediately from Operator to the City of Joplin/Joplin Regional Airport at the time the sum is paid, and if paid at a later date

shall be subject to late fees and penalty charges. The sum, together with the late fees or penalty charges, shall be an additional payment owed to the City of Joplin/Joplin Regional Airport pursuant to this Agreement.

22. CITY OF JOPLIN/JOPLIN REGIONAL AIRPORT'S REMEDIES FOR DEFAULT.

A. Upon the occurrence of a default that is not timely cured by Operator, the City of Joplin/Joplin Regional Airport may terminate this Agreement and Operator shall immediately surrender the Premises to the City of Joplin/Joplin Regional Airport. On termination of this Agreement, the City of Joplin/Joplin Regional Airport may recover from Operator all of the following:

1 The worth at the time of the award of any unpaid fees that had been earned at the time of the termination, to be computed by allowing interest at the maximum amount of interest permitted by law;

2 The worth at the time of the award of the amount by which the unpaid fees that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid fees that Operator proves could reasonably have been avoided, to be computed by allowing interest at the maximum amount of interest permitted by law;

3 The worth at the time of the award of the amount by which the unpaid fees for the balance of the Agreement term after the time of the award exceeds the amount of unpaid fees that Operator proves could reasonably have been avoided, to be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%);

4 Any other amount necessary to compensate the City of Joplin/Joplin Regional Airport for all the detriment proximately caused by Operator's failure to perform obligations under this Agreement, including advertising expenses, expenses of remodeling the Premises for a new Operator (whether for the same or a different use), and any special concessions made to obtain a new Operator; and

5 Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

B. City of Joplin/Joplin Regional Airport reserves the right, during the full term of the Agreement, to use the succession of proposers in the event an Operator is found in default or breach of this Agreement and this Agreement is terminated.

23. SURRENDER OF PREMISES. On the expiration, cancellation or termination of this Agreement, Operator shall surrender the Premises to the City of Joplin/Joplin Regional Airport and deliver all keys to any locks on the Premises. Licensee shall reimburse the City of Joplin/Joplin Regional Airport for any damage done to the Premises caused by Operator's use of the Premises or Operator's actions or omissions.

24. VOLUNTEER ASSISTANCE. Under no circumstances will Operator use City of Joplin/Joplin Regional Airport employees whom are on duty to perform work at the Premises. Under no circumstances will Operator use City of Joplin/Joplin Regional Airport employees whom are off duty to perform work at the Premises if the nature of the work is substantially similar to the employee's regular work duties for the City of Joplin/Joplin Regional Airport.

25. SIGNS, BANNERS, FLAGS. Operator is required to provide a business "logo" type sign at its corresponding terminal counter location and appropriate signage for their ready-car parking spaces. The size and location of signs, banners, flags, etc., located on the Premises or at the Airport shall be subject to the prior written approval and control of the Airport Director. The size and location of all signs, banners and flags located off the Airport advertising the activities of Operator shall be subject to the City of Joplin/Joplin Regional Airport's sign ordinance.

26. NOTICES. Any notices required to be given under this Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the City of Joplin/Joplin Regional Airport or Operator, or in lieu of such personal service, sent by United States mail, registered or certified, return receipt requested, addressed as follows:

TO JOPLIN REGIONAL AIRPORT:
Joplin Regional Airport
Attn.: Airport Manager
602 South Main Street
Joplin, Missouri 64801

TO OPERATOR:

27. ADMINISTRATION BY CITY OF JOPLIN/JOPLIN REGIONAL AIRPORT. Whenever Operator is required to secure the approval or consent of the City of Joplin/Joplin Regional Airport pursuant to this Agreement, the City of Joplin/Joplin Regional Airport shall mean the Airport Director. When the City Manager is signatory to this Agreement, the Airport Director shall have authority to execute any amendment to this Agreement which does not increase the amount of compensation allowable to Operator, or otherwise substantially change the nature or scope of the services provided herein.

28. CONTRACT INTERPRETATION AND VENUE.

A. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Agreement. This Agreement shall not be altered, amended or modified except by a writing signed by City of Joplin/Joplin Regional Airport and Operator. No verbal agreement or conversation with any official, officer, agent or employee of City of Joplin/Joplin Regional Airport, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or conditions contained in this Agreement.

B. No covenant or condition to be performed by Operator under this Agreement can be waived except by the written consent of City of Joplin/Joplin Regional Airport. Forbearance or indulgence by City of Joplin/Joplin Regional Airport in any regard whatsoever shall not

constitute a waiver of the covenant or condition in question. Until performance by Operator of said covenant or condition is complete, City of Joplin/Joplin Regional Airport shall be entitled to invoke any remedy available to City of Joplin/Joplin Regional Airport under this Agreement or by law or in equity despite said forbearance or indulgence.

C. If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

E. Each party to this Agreement declares and represents that in entering into this Agreement, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is made without reliance upon any statement or representation not contained herein of any other party or any representative, agent or attorney of the other party. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.

29. AUTHORITY TO CONTRACT. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Agreement on behalf of the respective parties to this Agreement, that they have full right, power and lawful authority to undertake all obligations as provided in this Agreement; and that the execution, performance and delivery of this Agreement by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Agreement.

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

DATE OF AGREEMENT. This Agreement shall bind and inure to the benefit of any assigns or successors of Airport and any assigns or successors of Operator.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF JOPLIN, MISSOURI,
A Municipal Corporation

_____
Sam Anselm, City Manager

Attest:

_____
Barbara Hogelin, City Clerk

Approved as to form:

_____
Peter Edwards, City Attorney

OPERATOR
Bob's Rentals, Inc.

_____
(Print)
Its: authorized signatory

COUNCIL BILL NO. 2017-155 ORDINANCE NO.

AN ORDINANCE approving a 5 year car rental concession agreement with Carco Capital Corp dba Hertz Car Rental in an amount not to exceed the following monthly rental amounts, year 1 - $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; 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, MISSOURI as follows:

Section 1. Approving a 5 year car rental concession agreement with Carco Capital Corp dba Hertz Car Rental in an amount not to exceed the following monthly rental amounts year 1 $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A" be and the same is hereby approved.

Section 2. The lease term is to begin on November 1, 2017 for 1 year and will automatically renew on a year to year basis up to October 31, 2022. Rent during the option term, if exercised, will increase by two percent per year over the year 5 level.

Section 3. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-155
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Council Bill 2017-155
2) Concession Agreement

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Approval of Car Rental Concession Agreement for operations in the Commercial Terminal at the Joplin Regional Airport by and between the City of Joplin and Carco Capital Corp dba Hertz Car Rental in the amounts of year 1 - $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport.

Summary: Carco Capital Corp is to occupy space and conduct business in the Commercial Terminal Building at the Joplin Regional Airport. This agreement outlines the rights and usage for the space provided for ticket counter area, office area, and parking area. The agreement also sets the compensation for the concessions space and operation.

The lease term is to begin November 1, 2017 for 1 year and will be automatically renewed on a year to year basis up to October 31, 2022.

Recommendation: Staff requests adoption of this council bill accepting the Car Rental Concession Agreement with Carco Capital Corp for operations in the Commercial Terminal at the Joplin Regional Airport on an emergency basis per section 2.12 (6) of the Joplin City Charter.

RENTAL CAR CONCESSION AGREEMENT
AND
PERMIT FOR COMMERCIAL ACTIVITIES

THIS AGREEMENT is made by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation (hereinafter "airport"), and **Bob's Rentals, Inc.**, a Missouri Corporation (hereinafter "operator") on this _____ day of _____, 2017 (the effective date), for the purpose of providing a rental car concession at the Joplin Regional Airport.

R E C I T A L S

A. City of Joplin owns and operates the Joplin Regional Airport.

B. It is necessary in the promotion and accommodation of air commerce and air transportation that qualified, economical, courteous, safe, clean, and efficiently operated rental car facilities be available for the benefit of air travelers and the public.

C. Operator is awarded the right to operate one of several available rental car concessions at the Joplin Regional Airport.

D. Operator has been approved to occupy a portion of the airport terminal building and utilize the rental car-ready parking lot for the storage of vehicles.

E. All of the airport is not required for aeronautical activities. City of Joplin desires to use portions of the airport to provide facilities and services for other than aeronautical activities for the benefit of the general public.

A G R E E M E N T

1. PREMISES.

A. Those portions of the Airport to be used exclusively by Operator pursuant to this Agreement are described and depicted at the Airport Terminal Building and the rental car-ready parking lot, attached hereto and incorporated by reference as Exhibit A.

B. City of Joplin retains the right at any time to change the location of the Premises to be used pursuant to this Agreement. City of Joplin shall provide thirty (30) calendar days' prior written notice to Operator of any change in the Premises.

2. TERM.

A. The term of this Agreement shall be for a period of five (5) years, commencing on the effective date.

B. Operator shall have one (1) five-year option to extend the term of this Agreement. If Operator exercises said option, all of the terms and conditions of this Agreement shall

remain in full force and effect, with the exception of this clause concerning the option. Operator may exercise its option by sending written notice to the City of Joplin no less than ninety (90) calendar days prior to the expiration of the initial term.

C. The term of this Agreement shall convert to month to month if the original term is exceeded, and a new Agreement has not been entered into by the parties or Operator has failed to exercise its option. All other terms and conditions will remain the same.

D. This Agreement is entered into with the understanding that the City of Joplin can initiate an open, competitive process for the provision of rental car service beyond the expiration of this Agreement.

3. TERMINATION. The City of Joplin may terminate this Agreement, without cause, with ninety (90) days' written notice to Operator.

4. USE. Operator is authorized to use the Premises for the sole purpose of operating and maintaining a rental car concession at the Joplin Regional Airport.

A. Airport Terminal shall be used for the purpose of conducting on airport rental car concession transactions and related operations for the convenience of passengers, patrons and tenants utilizing the Airport.

B. Rental Car Lot shall be used for the purpose of pre-positioning rental cars for customers and providing a designated area to which customers return rental cars. Operator shall not utilize the ready-car parking spaces for the storage of vehicles larger than twenty (20) feet in length, i.e. recreational vehicles, trucks, nor shall Operator's employees utilize these parking spaces for the purpose of parking their personal vehicles.

5. Rent

A. Operator shall pay monthly rent for the use of the above facilities. The Rent to be paid by Operator to City of Joplin/Joplin Regional Airport under this Agreement is outlined below by year:

Year 1	$3,400
Year 2	$3,450
Year 3	$3,525
Year 4	$3,600
Year 5	$3,675

Rent during the option term, if exercised, will increase by two percent per year over the Year 5 level above.

Operator is allowed but not required to charge customers an airport fee to help offset the rental charges outlined above.

If passenger deplanements decrease by 10% or more from 2016 levels, then Operator has option to renegotiate rent or terminate this agreement. The same would be true if a 3rd Rental Car Operator were allowed to use the airport facilities.

B. Operator shall pay to City of Joplin/Joplin Regional Airport the Monthly Rental Charge, without deduction, set off, prior notice or demand on or before the twentieth day of each month.

C. All payments required under this Agreement shall be paid to City of Joplin/Joplin Regional Airport, addressed to the Joplin Regional Airport, at 602 South Main Street, Joplin, MO 64801 or any other place or places that City of Joplin/Joplin Regional Airport may designate by written notice to Operator. Payments not paid when due are subject to late fees and penalty charges.

D. Operator agrees to pay Airport fees and other charges established by the Airport. It is expressly agreed that time is of the essence in this Agreement for payment of any and all rentals, fees, and charges herein provided. Therefore, if Operator fails to pay any fees or charges herein prescribed and within the time herein prescribed, Airport may upon thirty (30) days written notice to Operator, unless Operator within said period shall have corrected such failure to pay, expel Operator and remove its effects forcibly, if necessary, without prejudice to any remedy. Upon such action, this Agreement may, at the option of the Airport, terminate.

E. The Operator shall pay to the Airport a late charge equal to 1.5% per month on all fees charges that are 30 days past due. Said late charge shall commence on the past due amount from the date said payment was due and shall be computed to the date the past due amount is paid. Operator shall receive written notice of all past due invoices.

6. TAXES.

Operator shall obtain and pay for all applicable licenses, permits, fees, or other authorization or charges as required under Federal, State, or local (including Airport and City) laws, regulations, ordinances, and policies that are necessary to comply with the requirements of this Agreement and the privileges extended under this Agreement or are required by the imposing authority.

7. SERVICE.

A. Operator shall operate the rental car concession in accordance with the highest standards and practices of the automobile rental trade. Further, Operator understands and acknowledges that the City of Joplin/Joplin Regional Airport's obligation to facilitate air travel of the public at the Airport includes efficiently operated Rental Car Concessions for the use of air travelers and other members of the public. Consequently, and as an additional consideration to the City of Joplin/Joplin Regional Airport for awarding this Agreement to the Operator, Operator covenants as follows:

1. To furnish service on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Operator shall furnish prompt, courteous and efficient service adequate

to meet all reasonable demands for its services at the Airport. It shall maintain and operate the Concession in a first-class manner and shall keep its premises in a safe, clean, orderly and inviting condition at all times satisfactory to the Airport Director.

2. Operator shall maintain on the Premises an adequate number of vehicles to meet reasonable public demand. Such automobiles shall at all times be maintained by Operator, at its own cost and expense, in good operating order and free from known or reasonably discernible mechanical defects, and shall be kept in clean, neat and attractive condition, inside and out. All automobile safety related items must be maintained in an operable condition at all times. Operator agrees that it will at no time use automobiles whose year model is more than two (2) years older than the current year model. All vehicles of the Operator's fleet shall be equipped with factory or dealer-installed air conditioning. City of Joplin/Joplin Regional Airport has the right to disapprove of any automobile supplied by Operator that does not meet or exceed the standards contained herein for public use at the Airport. Notice of such disapproval shall be submitted to Operator by the City of Joplin/Joplin Regional Airport in writing with the reasons therefore and Operator shall take immediate action to withdraw such unsatisfactory automobiles from service at the Airport.

3. Operator's rental counters shall be kept open so as to provide maximum availability of service and adequate rental opportunity to the traveling public during such hours as may be established or reestablished from time to time by the Airport Director. Hours of operation shall be during all hours of Airport operation, in addition to being open during all flights and until ½ hour after the latest flight. The hours of operation may be reduced or modified with the prior written approval of the Airport Director

4. Operator shall select and appoint a full-time manager of its rental car concession herein authorized. Such person shall be qualified and experienced, vested with full power and authority to act in the name of the Operator with respect to method, manner, and conduct of the operation of Operator's rental car concession on the Airport. Such manager or supervisor shall be available at the Airport during regular business hours, and at all times during the manager's absence a duly authorized subordinate shall be in charge and available on the Airport.

5. Operator shall have the capability of providing both local rentals and nationwide one-way rentals.

6. Operator shall be part of a nationwide computerized reservations system allowing rental car reservations to be made from anywhere in the nation through airline and travel agent computer systems.

7. Operator shall have a nationwide "800" telephone number reservation service.

8. Operator shall provide nationwide rental car replacement to the customer for rental cars that develop mechanical problems.

9. All automobiles used by the Operator for the concession must have a business logo

or name placed in a consistent location on the windshield or body of each automobile. Minimum logo size shall be two square inches in area.

10. Except in case of emergency, the Operator shall obtain the approval of the Airport Director prior to any space closure outside of normal operating hours.

11. Operator shall control the conduct, demeanor and appearance of its employees and representatives. Operator and their employees while on duty, shall wear acceptable attire which at all times shall be maintained in a neat, orderly and clean condition.. Cutoff shorts, undershirt-type shirts, or clothing of suggestive nature are prohibited and shoes are required. Employees will wear name-tags which display their name and the name of the rental car concession or company logo. Such employees shall be trained by Operator to render a high degree of courteous and efficient service and it shall be the responsibility of the Operator to maintain close supervision over such employees to assure the rendering of a high standard of service to the public and the patrons of the rental car concession.

12. Operator shall accept major or nationally recognized credit cards.

13. Operator and its employees shall abide by all reasonable rules, regulations, policies, and instructions of the Airport Director or his designee.

8. PARKING AND ACCESS.

A. Employee Parking. Operator's employees will be allowed to park in the main lot without cost while they are working.

B. Access to Premises. City of Joplin/Joplin Regional Airport shall provide Operator with keys to access the Premises. Operator is responsible for the cost to replace all lost keys. Operator is responsible for the costs associated with re-keying the Premises if the Airport Director determines that the lost or misplaced key may compromise Operator's security.

9. AIRPORT FACILITIES. Nothing contained in this Agreement shall be construed as entitling Operator to the exclusive use of any services, facilities, or property rights of any nature at the Airport, except for the purpose and use of the Premises as set forth in this Agreement and the Premises as described and set forth.

10. MECHANIC'S LIENS. Operator shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Operator.

11. WASTE; QUIET CONDUCT. Operator shall not commit or suffer to be committed any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant of or user of the Airport or the City of Joplin/Joplin Regional Airport's adjoining property.

11. STORAGE. Operator shall not store anything outside of the Premises without the prior written approval of the Airport Director.

12. OPERATOR'S SECURITY RESPONSIBILITIES. Operator shall completely secure Airport Terminal during non-operating hours. Operator shall pay any fines imposed upon the City of Joplin/Joplin Regional Airport by the Transportation Security Administration or the Federal Aviation Administration for violation of security caused by actions of Operator or its agents, employees, or invitees. Operator shall pay such fine within thirty (30) calendar days of written notice from the City of Joplin/Joplin Regional Airport of the obligation to pay the fine. Failure to comply with the provisions of this section is grounds for termination of this Agreement by the City of Joplin/Joplin Regional Airport.

13. RULES AND REGULATIONS; COMPLIANCE WITH LAWS. Operator shall, at Operator's sole cost and expense, comply with all requirements, statutes and regulations of all City of Joplin/Joplin Regional Airport, state and federal authorities now in force, or which may hereafter be in force, pertaining to Operator's use of the Premises or its services to be performed under this Agreement. Operator's use of the Premises shall conform to all Airport rules and regulations and local building and fire codes.

14. MAINTENANCE AND ALTERATIONS.

A. Operator shall, at Operator's sole cost and expense and at all times during the term, maintain the Premises in a safe and attractive condition and in the same condition as received at the beginning of the term, ordinary wear and tear excepted. Operator shall do, or cause to be done without delay, all those things which, in the opinion of the Airport Director, are necessary or desirable in the interests of safety or to maintain the Premises in good repair and appearance. All damage caused to the Premises and/or Airport by Operator, its officers, employees, agents and invitees, shall be repaired at Operator's sole expense.

B. Operator shall not make or cause to be made any alterations or improvements to the Premises, including modifications or alterations of the Premises' electrical installations or equipment, without first securing the written consent of the Airport Director. The Airport Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with Airport Policy and all applicable building, zoning and fire codes. Upon the termination of this Agreement, at the sole option of the City of Joplin/Joplin Regional Airport: (1) The alterations or improvements shall become the property of the City of Joplin/Joplin Regional Airport and shall remain on the Premises; or (2) Operator shall remove all alterations or improvements and return the Premises to the City of Joplin/Joplin Regional Airport in substantially the same condition as the Premises existed at the commencement of this Agreement.

C. City of Joplin/Joplin Regional Airport shall maintain electrical, plumbing and HVAC systems within the Airport terminal facility in good condition and repair. The Operator hereby expressly waives any and all claims and holds the City of Joplin/Joplin Regional Airport harmless for damages arising or resulting from failures or interruption of utility services furnished by the City of Joplin/Joplin Regional Airport herein including but not limited to stoppages in electrical energy, the quantity or temperature of water, heating or air- conditioning, or for the failure or interruption of any public or passenger conveniences.

15. RIGHT TO INSPECT.

A. The City of Joplin/Joplin Regional Airport and its authorized officers, agents, employees, volunteers, contractors, subcontractors and other representatives shall have the right to inspect and enter upon the Premises for any purpose, including, but not limited to, the following:

1. To inspect the Premises at reasonable intervals during regular business hours to determine whether Operator has complied with or is complying with the promises, terms, covenants and conditions of this Agreement;

2. To make repairs, additions, or alterations as may be necessary or convenient for the conduct, safety, improvement, or preservation of the Airport;

3. For emergency purposes; and

4. In the exercise of the City of Joplin/Joplin Regional Airport's police power.

B. No inspection or entering on the Premises by or on behalf of the City of Joplin/Joplin Regional Airport shall cause or constitute a termination of this Agreement, or be deemed to constitute an interference with Operator's use of the Premises.

16. INDEMNITY.

A. Airport agrees to indemnify and hold harmless Operator, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the reckless or intentional acts of Airport.

B. Operator agrees to indemnify and hold harmless Airport, its City Council, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the reckless, or intentional acts of Operator.

17. INSURANCE.

A. Operator, at its expense, shall procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company that has an A.M. Best Company rating of at least an "A-" rating, or similar rating by another insurance rating company, and is licensed and authorized to conduct business in the State of Missouri, Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, and Independent Contractors. Such coverage shall apply to bodily injury and property damage on an

"Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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. Operator 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 Operator, its employees, officers or agents. Operator agrees to cause its insurer to name City as an additional insured on such insurance policy. Operator shall furnish Airport with a certificate of insurance as evidence of coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to Airport. Coverage is to be written on the broadest liability form that is customarily available at reasonable cost. The insurance carrier shall not avoid liability under such policies by claiming Airport governmental immunity. Airport shall be a named insured upon all such policies, but shall have no obligation for the payment of any premiums for such coverage. In the event the scope of the Airport's tort liability as a governmental entity described in Section 537.600 through .650, RSMo., inclusive, is broadened or increased during the term of this Agreement by subsequent legislative or court action, Airport, upon written notice to Operator, may require Operator to provide additional limits of liability sufficient to protect the Airport and the City of Joplin's interests to the extent of any such change. If the Airport's current limitations upon tort liability are abolished entirely, Airport may require Operator to provide such coverage to protect the Airport and the City of Joplin's interests as may be reasonable and prudent for the risks associated with the activities allowed under this Agreement. Statutory Workers' Compensation required by the Labor Code of the State of Missouri and Employers' Liability Insurance in an amount not less than $1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City of Joplin/Joplin Regional Airport, its elected officials, officers, employees, agents and volunteers.

B. Non-limitation. Nothing contained herein shall be deemed to limit or otherwise reduce Operator's liability hereunder to the insurance limits herein provided.

C. Independent Contractor. Operator is an independent contractor and not an agent or employee of Airport with respect to its acts, errors, or omissions.

18. FEDERAL REQUIREMENTS. To comply with FAA requirements, Operator, its representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree:

A. That in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A,

Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

B. That: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in use of the facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Operator shall occupy and use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, the City of Joplin/Joplin Regional Airport shall have the right to terminate this Agreement and to reenter and repossess the land and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. That Operator shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to purchasers.

E. That non-compliance with subdivision D above shall constitute a material breach thereof and in the event of such non-compliance the City of Joplin/Joplin Regional Airport shall have the right to terminate this Agreement without liability therefore or at the election of the City of Joplin/Joplin Regional Airport or the United States either or both said Governments shall have the right to judicially enforce Provisions.

F. That Operator shall insert the above five provisions, subdivisions A through E, in any agreement, contract, etc., by which Operator grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises herein;

G. The Operator, for himself, his heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in

compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federal Assisted Programs of the Department of Transportation, as said Regulations may be amended.

1. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

H. That the City of Joplin/Joplin Regional Airport reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Operator and without interference or hindrance.

I. That the City of Joplin/Joplin Regional Airport reserves the right, but shall not be obligated to Operator to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Operator in this regard.

J. That this Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Joplin/Joplin Regional Airport and the United States relative to the development, operation or maintenance of the airport.

K. That there is hereby reserved to the City of Joplin/Joplin Regional Airport, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Joplin Regional Airport.

L. That Operator agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

M. That Operator, its officers, administrators, representatives, successors and assigns will not erect nor permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the Premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City of Joplin/Joplin Regional Airport reserves the

right to enter upon the Premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Operator.

N. That Operator, its officers, administrators, representatives, successors and assigns will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Joplin Regional Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City of Joplin/Joplin Regional Airport reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Operator.

O. That this Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Joplin Regional Airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

19. ASSIGNMENT. Operator shall not voluntarily assign or encumber its interest in this Agreement or in the Premises, or allow any other person or entity (except its authorized representatives) to occupy or use any or all part(s) of the Premises, without first obtaining the City of Joplin/Joplin Regional Airport's prior written consent. Said consent shall not unreasonably be withheld. Any assignment or encumbrance without the City of Joplin/Joplin Regional Airport's consent shall be voidable and, at the sole election of the City of Joplin/Joplin Regional Airport, shall constitute a default of this Agreement. No consent to any assignment or encumbrance shall constitute a further waiver of the provisions of this section.

20. INVOLUNTARY ASSIGNMENT.

A. No interest of Operator in this Agreement shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

1. If Operator is or becomes bankrupt (whether voluntary or involuntary) or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Operator is the bankrupt; or, if Operator is a partnership or consists of more than one person or entity, if any partner of the partnership, or other person or entity, is or becomes bankrupt (whether voluntary or involuntary) or insolvent, or makes an assignment for the benefit of creditors;

2. If a writ of attachment or execution is levied on this Agreement;

3. If, in any proceeding or action to which Operator is a party, a receiver is appointed with authority to take possession of the Premises; or

4. The abandonment or discontinuance of any operation at the Airport by Operator, or the failure to conduct any service, operation or activity permitted by this Agreement. If this condition exists for a period of seven (7) consecutive calendar days without the prior written consent of the City of Joplin/Joplin Regional Airport, it will constitute an abandonment of the land, facility or location, and this Agreement and

the Permit shall become null and void.

B. An involuntary assignment shall constitute a default by Operator, and the City of Joplin/Joplin Regional Airport shall have the right to elect to terminate this Agreement. In no event shall this Agreement be deemed or treated as an asset of Operator.

21. DEFAULT.

A. The occurrence of any of the following shall constitute a material breach or default of this Agreement by Operator:

1. Failure to pay any payment due under this Agreement when due, if the failure to pay continues for seven (7) calendar days after notice of the failure has been given to Operator;
2. Failure of the Operator to operate the business authorized in this Agreement.
3. Cessation or deterioration of any service for any period which, in the determination of the City of Joplin/Joplin Regional Airport, materially and adversely affects the operation or service required to be performed by Operator under this Agreement.
4. Failure to maintain current licenses, if any, required for the permitted operation.
5. Intentionally supplying the City of Joplin/Joplin Regional Airport with false or misleading information or misrepresenting any material fact on documents or in statements to or before the City of Joplin/Joplin Regional Airport and its employees, or the intentional failure to make full disclosure on a financial statement, statement of gross sales, or other required documents.
6. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) calendar days after notice of the failure has been given to Operator. If the breach or default cannot be reasonably cured within thirty (30) calendar days, Operator shall not be in breach or default of this Agreement if Operator commences to cure the breach or default within the thirty (30) calendar day period and diligently and in good faith continues to cure the default.

B. Notices given under this section shall specify the alleged breach or default, and shall demand that Operator perform the provisions of this Agreement or pay the payment that is in arrears, as the case may be, within the applicable time period, or this Agreement is terminated. No such notice shall be deemed a forfeiture or a termination of this Agreement or a revocation of the Permit unless the City of Joplin/Joplin Regional Airport so elects in the notice.

C. The City of Joplin/Joplin Regional Airport, at any time after Operator commits a breach or default of this Agreement, can cure the breach or default at Operator's cost. If the City of Joplin/Joplin Regional Airport, at any time, by reason of Operator's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by the City of Joplin/Joplin Regional Airport shall be due immediately from Operator to the City of Joplin/Joplin Regional Airport at the time the sum is paid, and if paid at a later date

shall be subject to late fees and penalty charges. The sum, together with the late fees or penalty charges, shall be an additional payment owed to the City of Joplin/Joplin Regional Airport pursuant to this Agreement.

22. CITY OF JOPLIN/JOPLIN REGIONAL AIRPORT'S REMEDIES FOR DEFAULT.

A. Upon the occurrence of a default that is not timely cured by Operator, the City of Joplin/Joplin Regional Airport may terminate this Agreement and Operator shall immediately surrender the Premises to the City of Joplin/Joplin Regional Airport. On termination of this Agreement, the City of Joplin/Joplin Regional Airport may recover from Operator all of the following:

1 The worth at the time of the award of any unpaid fees that had been earned at the time of the termination, to be computed by allowing interest at the maximum amount of interest permitted by law;

2 The worth at the time of the award of the amount by which the unpaid fees that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid fees that Operator proves could reasonably have been avoided, to be computed by allowing interest at the maximum amount of interest permitted by law;

3 The worth at the time of the award of the amount by which the unpaid fees for the balance of the Agreement term after the time of the award exceeds the amount of unpaid fees that Operator proves could reasonably have been avoided, to be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%);

4 Any other amount necessary to compensate the City of Joplin/Joplin Regional Airport for all the detriment proximately caused by Operator's failure to perform obligations under this Agreement, including advertising expenses, expenses of remodeling the Premises for a new Operator (whether for the same or a different use), and any special concessions made to obtain a new Operator; and

5 Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

B. City of Joplin/Joplin Regional Airport reserves the right, during the full term of the Agreement, to use the succession of proposers in the event an Operator is found in default or breach of this Agreement and this Agreement is terminated.

23. SURRENDER OF PREMISES. On the expiration, cancellation or termination of this Agreement, Operator shall surrender the Premises to the City of Joplin/Joplin Regional Airport and deliver all keys to any locks on the Premises. Licensee shall reimburse the City of Joplin/Joplin Regional Airport for any damage done to the Premises caused by Operator's use of the Premises or Operator's actions or omissions.

24. VOLUNTEER ASSISTANCE. Under no circumstances will Operator use City of Joplin/Joplin Regional Airport employees whom are on duty to perform work at the Premises. Under no circumstances will Operator use City of Joplin/Joplin Regional Airport employees whom are off duty to perform work at the Premises if the nature of the work is substantially similar to the employee's regular work duties for the City of Joplin/Joplin Regional Airport.

25. SIGNS, BANNERS, FLAGS. Operator is required to provide a business "logo" type sign at its corresponding terminal counter location and appropriate signage for their ready-car parking spaces. The size and location of signs, banners, flags, etc., located on the Premises or at the Airport shall be subject to the prior written approval and control of the Airport Director. The size and location of all signs, banners and flags located off the Airport advertising the activities of Operator shall be subject to the City of Joplin/Joplin Regional Airport's sign ordinance.

26. NOTICES. Any notices required to be given under this Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the City of Joplin/Joplin Regional Airport or Operator, or in lieu of such personal service, sent by United States mail, registered or certified, return receipt requested, addressed as follows:

TO JOPLIN REGIONAL AIRPORT:
Joplin Regional Airport
Attn.: Airport Manager
602 South Main Street
Joplin, Missouri 64801

TO OPERATOR:

27. ADMINISTRATION BY CITY OF JOPLIN/JOPLIN REGIONAL AIRPORT. Whenever Operator is required to secure the approval or consent of the City of Joplin/Joplin Regional Airport pursuant to this Agreement, the City of Joplin/Joplin Regional Airport shall mean the Airport Director. When the City Manager is signatory to this Agreement, the Airport Director shall have authority to execute any amendment to this Agreement which does not increase the amount of compensation allowable to Operator, or otherwise substantially change the nature or scope of the services provided herein.

28. CONTRACT INTERPRETATION AND VENUE.

A. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Agreement. This Agreement shall not be altered, amended or modified except by a writing signed by City of Joplin/Joplin Regional Airport and Operator. No verbal agreement or conversation with any official, officer, agent or employee of City of Joplin/Joplin Regional Airport, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or conditions contained in this Agreement.

B. No covenant or condition to be performed by Operator under this Agreement can be waived except by the written consent of City of Joplin/Joplin Regional Airport. Forbearance or indulgence by City of Joplin/Joplin Regional Airport in any regard whatsoever shall not

constitute a waiver of the covenant or condition in question. Until performance by Operator of said covenant or condition is complete, City of Joplin/Joplin Regional Airport shall be entitled to invoke any remedy available to City of Joplin/Joplin Regional Airport under this Agreement or by law or in equity despite said forbearance or indulgence.

C. If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

E. Each party to this Agreement declares and represents that in entering into this Agreement, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is made without reliance upon any statement or representation not contained herein of any other party or any representative, agent or attorney of the other party. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.

29. AUTHORITY TO CONTRACT. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Agreement on behalf of the respective parties to this Agreement, that they have full right, power and lawful authority to undertake all obligations as provided in this Agreement; and that the execution, performance and delivery of this Agreement by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Agreement.

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

DATE OF AGREEMENT. This Agreement shall bind and inure to the benefit of any assigns or successors of Airport and any assigns or successors of Operator.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF JOPLIN, MISSOURI,
A Municipal Corporation

_____
Sam Anselm, City Manager

Attest:

_____
Barbara Hogelin, City Clerk

Approved as to form:

_____
Peter Edwards, City Attorney

OPERATOR
Bob's Rentals, Inc.

_____
(Print)
Its: authorized signatory

COUNCIL BILL NO. 2017-156 ORDINANCE NO.

AN ORDINANCE approving a 5 year car rental concession agreement with Bob's Rentals Inc. dba Avis Car Rental in an amount not to exceed the following monthly rental amounts, year 1 - $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; 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, MISSOURI as follows:

Section 1. Approving a 5 year car rental concession agreement with Bob's Rentals Inc. dba Avis Car Rental in an amount not to exceed the following monthly rental amounts year 1 $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A" be and the same is hereby approved.

Section 2. The lease term is to begin on November 1, 2017 for 1 year and will automatically renew on a year to year basis up to October 31, 2022. Rent during the option term, if exercised, will increase by two percent per year over the year 5 level.

Section 3. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017

Item: COUNCIL BILL NO. 2017-156
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Council Bill 2017-156
2) Concessions Agreement

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Approval of Car Rental Concessions Agreement for operations in the Commercial Terminal at the Joplin Regional Airport by and between the City of Joplin and Bob's Rentals Inc. dba Avis Car Rental in the amounts of year 1 - $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport.

Summary: Bob's Rentals Inc. is to occupy space and conduct business in the Commercial Terminal Building at the Joplin Regional Airport. This agreement outlines the rights and usage for the space provided for ticket counter area, office area, and parking area. The agreement also sets the compensation for the Concession space and operation.

The lease term is to begin November 1, 2017 for 1 year and will be automatically renewed on a year to year basis up to October 31, 2022.

Recommendation: Staff requests adoption of this council bill accepting the Car Rental Concessions Agreement for operations in the Commercial Terminal at the Joplin Regional Airport on an emergency basis per section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2017- 157 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Fifty Thousand Eight Hundred and Forty-Six Dollars and no/Cents ($50,846.00) for design, right of way acquisition, and construction management for a street extension at 26th Street and McCoy Avenue funded through CDBG-DR, and containing an emergency clause.

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

Section 1. That the Work Authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Fifty Thousand Eight Hundred and Forty-Six Dollars and no/Cents ($50,846.00) for design, right of way acquisition, and construction management for a street extension at 26th Street and McCoy Avenue funded through CDBG-DR in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized to enter into an agreement on behalf of the City of Joplin with Olsson Associates dba Joplin Joint Engineering Team.

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the CDBG-DR II Fund within the FY 2016-2017 budget.

Section 4. That the City of Joplin declares that this 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. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

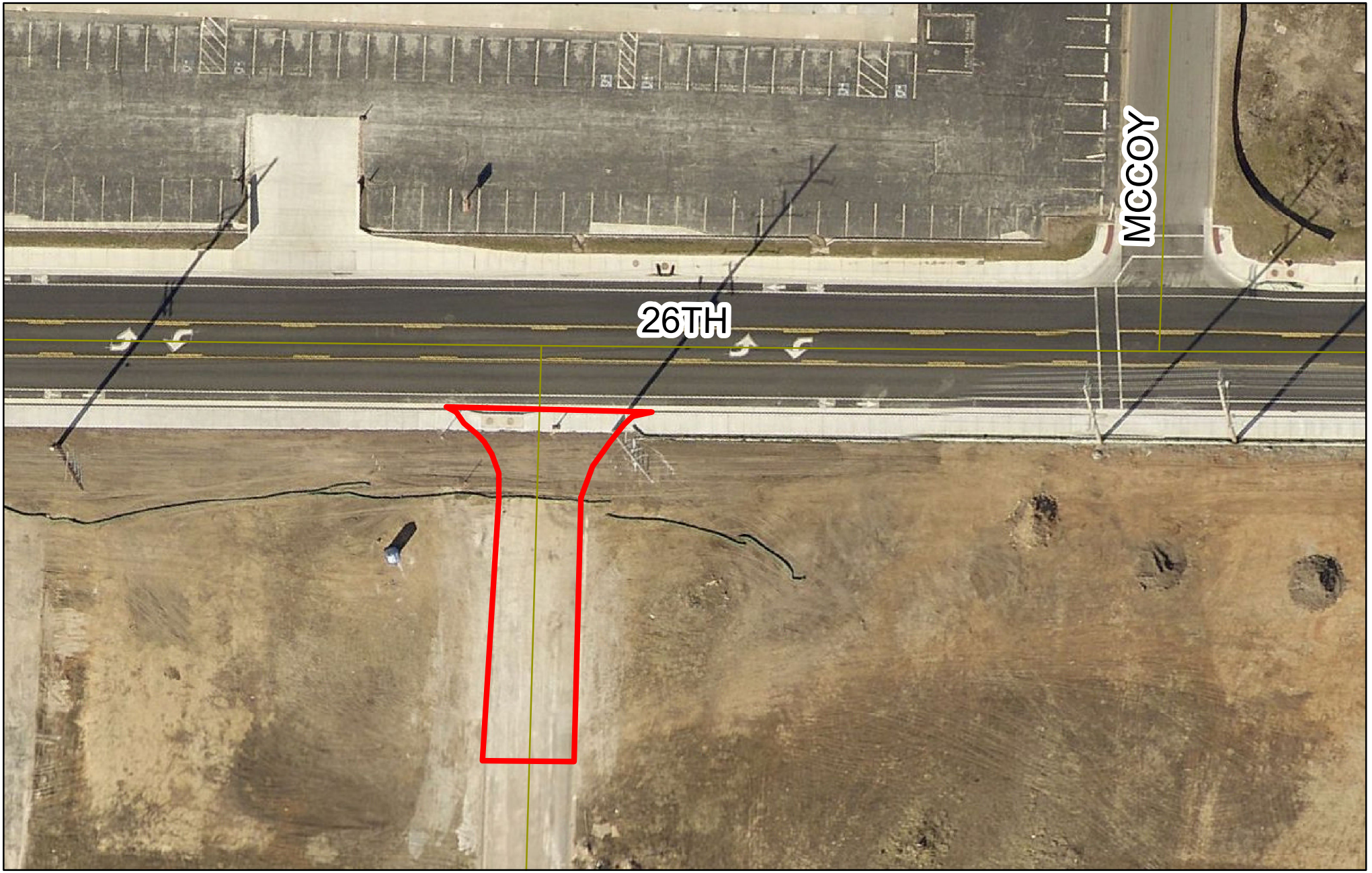
Peter C. Edwards, City Attorney

Council Bill 2017-157

I hereby certify that a sufficient amount is available in the CDBG-DR II Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance


MCCOY
26TH

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 2, 2017
Council Bill No. 2017-157

Item: Work Authorization with Olsson Associates dba Joplin Joint Engineering Team for design, right of way acquisition, and construction management for a street extension at 26th Street and McCoy Avenue.
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Work Authorization
3) Council Bill No. 2017-157

Department Head: Troy Bolander
Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a work authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Fifty Thousand Eight Hundred and Forty-Six Dollars and No Cents ($50,846.00) for design, right of way acquisition, and construction management for a street extension at 26th Street and McCoy Avenue funded through Community Development Block Grant-Disaster Recovery (CDBG-DR).

Background: In 2015 the City of Joplin Council approved a Capital Plan for the expenditure of CDBG-DR funds. One of the projects included in the approved list was the provision for affordable senior housing in the 26th & McCoy Avenue area. Re-connecting McCoy Avenue with 26th Street is needed provide access to projects in this location. When 26th Street was widened the plans eliminated the connection to McCoy Avenue based on the proposed development layouts provided at that time by the City's former master developer. The new Affordable Senior Housing Project is currently being developed for City Council consideration to the east of McCoy. An affordable rental housing project is currently under development on the west side of McCoy as a Low Income Housing Tax Credit project. These projects would rely on access to 26th Street through McCoy Avenue.

Discussion: In accordance with the City of Joplin's Procurement policies, a Request for Qualifications for engineering and oversight services for CDBG-DR infrastructure projects was advertised in the Joplin Globe. The request was also posted on the City of Joplin's website. Eleven submittals were received and ranked by a team of appropriate staff. Four firms were selected to provide the service. City staff negotiated with the qualified firm providing services in this area of the recovery zone and were unable to agree on a fee that was within the industry standards. Per Missouri State Law, the City staff approached Olsson Associates dba Joplin Joint

Engineering Team, also a qualified firm, and negotiated a fee for the services required for completion of the McCoy Avenue Street Extension project. The fee is within industry standards.

Recommendation: City staff recommends approval of a work authorization with Olsson Associates DBA: Joplin Joint Engineering Team in the not to exceed amount of Fifty Thousand Eight Hundred and Forty-Six Dollars and No Cents ($50,846.00) for design, right of way acquisition, and construction management for a street extension at 26th Street and McCoy Avenue funded through CDBG-DR be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 702 South Main Street Joplin, Missouri 64801	
Attention: David Hertzberg, P.E. Troy Bolander		Attention: Jack Schaller, P.E.	
Department: Public Works Department Planning & Development Department		Phone: (417) 781-0643	Fax: (417) 781-4714
Phone: 417-624-0820, Ext 500	Fax: 417-625-4738	JET DR-2 PAP 8-1 McCoy Extension Federal Project Number: B-13-MS-29-0001	

WORK AUTHORIZATION NUMBER JET DR-2 PAP 8-1 McCoy Extension
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number JET DR-2 PAP 8-1 McCoy Extension exceed the sum of Fifty Thousand Eight Hundred and Forty Six Dollars and 00/100 Dollars ($ 50,846.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer 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 Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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. Engineer 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 Engineer, its employees, officers or agents. Engineer 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer 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.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work 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.

g. 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 Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Olsson Associates
Engineer: DBA: Joplin Joint Engineering Team

By: John S. Olsson

Printed Name: John S Olsson

Title: Senior Vice President

Date: 8/22/17

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

EXHIBIT A

The City of Joplin Travel Policy shall be included by reference and adopted in the scope of the McCoy Extension Project.

This Exhibit includes the following for the McCoy Extension Project:

Total Project Fee Summary 6

General Scope (Strikethrough version) 7-21

Clarification of Services 22-25

Reimbursable Expense Schedule.....26-27

Billing Rate Table 28-35

Appendix A
Total Project Fee

CDBG Project - McCoy Extension at 26th Street
Based on 2017 Rates

Task No.	Task Description	Fee Estimate
1	Program Management	$ 3,049
2	Survey	$ 7,996
3	Design	$ 19,475
4	R/W, Easement Acquisition	$ 989
5	Utility Relocations	$ 1,906
6	Procurement	$ 5,801
7	Construction Administration	$ 3,589
8	Construction Inspection and Testing	$ 5,768
	Expenses	$ 2,274
	Total Project Cost (Not Including Utility Relocation Coordination, Construction Administration, and Construction Inspection)	**$ 50,846**

Project Name/Description PAP 8-1 McCoy Extension at 26th
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and~~

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

~~A.~~ Proceed with Preliminary Design Phase ~~after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.~~

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

~~9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer~~

~~to include in the draft bidding related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish ~~6 review~~ copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

~~C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.~~

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey

Provide topographic engineering survey for the length of the project to facilitate design. ~~Provide a survey of all existing surface and sub-surface utilities in the project corridor.~~

C. Property Boundary Survey/Right-of-way Survey/Easements

Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, ~~and all existing easements of record encumbering each property that will affect the project~~. Consultant will be responsible for ~~ordering title work for each parcel along the project route~~ and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation

Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

~~Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.~~

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

~~H. Other Services~~

~~Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.~~

A1.05 Right of Way Plan Phase – 60 percent plans

~~A. Determine parcels and parcel ownership information to be included on right of way plans.~~

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish ~~6 review~~ copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner ~~6~~ copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

~~9. Contract shall include contractor provided changeable message signs to communication construction information.~~

10. Furnish for review by Owner, its legal counsel, and other advisors, ~~6~~ copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents ~~(or requests for proposals or other construction procurement documents),~~ and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (~~or requests for proposals or other construction procurement documents~~), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, ~~and upon written authorization by Owner to proceed~~, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, ~~attend pre-bid conferences~~, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. ~~If Federal funding is involved, set up prequalification's for contractor~~. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, ~~and upon written authorization from Owner,~~ Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (~~unless provided by the city~~), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.~~

~~4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.~~

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    ~~d) Submit Conceptual Plan to MoDOT and FHWA, if applicable~~
    e) ~~Receive conceptual approval from both agencies and~~ give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification ~~and copy of conceptual to MoDOT and FHWA if applicable~~ (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    ~~c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. ~~Upon written authorization from Owner~~ during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
   c) A final list of acceptance testers used on the project and a certification stating:

      "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

      "All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

      "The project was constructed substantially in conformity with the plans and specifications for the project."

   ~~d) Contractor certification and city recommendation:~~

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A
CLARIFICATION OF SERVICES
JET CDBG DR-1 McCoy Street Connection (26th Street)

The following Clarification of Services, Assumptions, and Exclusions further define Work Authorization Number JET CDBG DR-2 McCoy Extension.

A. PROJECT DEFINITION: McCoy Street (26th Street intersection and extension)

McCoy Street (26th Street intersection and extension) includes the south half of the intersection of 26th and McCoy and approximately 100 feet of street extension to connect the existing McCoy Street.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Topographic Survey;
- Right of Way Descriptions & exhibits;
- Preliminary Plans;
- Right of Way Plans;
- Utility Coordination
- Final Plans, Estimates, and Specifications.
- Incorporate final City comments and finalize plans, specifications, and estimates;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

1. **Right of Way Services:** The JET will perform Right of Way service for 1 property on the project, which includes negotiation services associated with the easements and rights of way along the project corridor. Specific services include:

    1. Read and understand construction plans, appraisals reports, land and easement documents.
    2. Review of City provided appraisals. (This shall not be considered a "Review Appraisal" as defined by federal agencies)
    3. Discussion with affected property owners both verbally and by written correspondence.
    4. Utilize the procedures of CDBG acquisition directives and HUD acquisition process.
    5. Follow the Uniform Relocation Assistance and Real Property Acquisition Act (1970) requirements
    6. Obtain title work and ownership information.
    7. Negotiate property acquisitions and maintain negotiation reports.

8. Prepared documents for closing on properties purchased for right of way.
9. Forward documents to the County for recording.
10. Maintain spreadsheets and reports for tracking projects.
11. Assist citizens in obtaining information regarding CDBG projects and property ownership issues.

2. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Drawings and Specifications, other Construction Contract Documents, Right of Way Documents, Utility Coordination Documents, bidding-related documents, and the most recent opinion of probable Construction Cost, after review of final plans and contract documents by the Owner.

3. **Pre-Bid and Pre-Construction Conferences:** Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

4. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one-time staking of each specified element.**

    a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional 2 Temporary Bench Marks.
    b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on intervals as needed by contractor.
    c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 25' horizontal interval and at bends, radius points and other curve elements as required.
    d. Stake Storm Water Improvements: Set offset stakes for the junction boxes, curb inlets and storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

5. **Construction Testing Services:** Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

    a. Materials Testing
        i. 20 cylinder breaks (4 concrete tests-5 cylinders per test)-CONCRETE
        ii. 1 Base Proctor
        iii. 1 Atterberg
        iv. 1 Lab Tests -ASPHALT

    b. Earthwork
        i. Observe stripping and grubbing of construction areas prior to placement of fill.
        ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing

iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

c. Asphaltic Concrete
   i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
   ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

d. Portland Cement Concrete
   i. Observe the condition of the subgrade and reinforcing steel prior to placement of concrete.
   ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
   iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
   iv. Cast cylinders from concrete placed for compressive strength testing.
   v. Cure initially in the field, transport to and cure in our laboratory concrete cylinders until broken.

C. GRANT COMPLIANCE VERIFICATION

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report
b. Prepare the Start of Construction Notice
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region)
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov
f. Review certified payrolls to verify and provide letter of probable compliance: Complete with names, four-digit identification number, work classifications, hourly rates, etc.
g. Documentation of fringes per hour for each classification, if applicable
h. Apprentice documentation, if applicable
i. Payroll review documentation
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly)

D. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Approval.

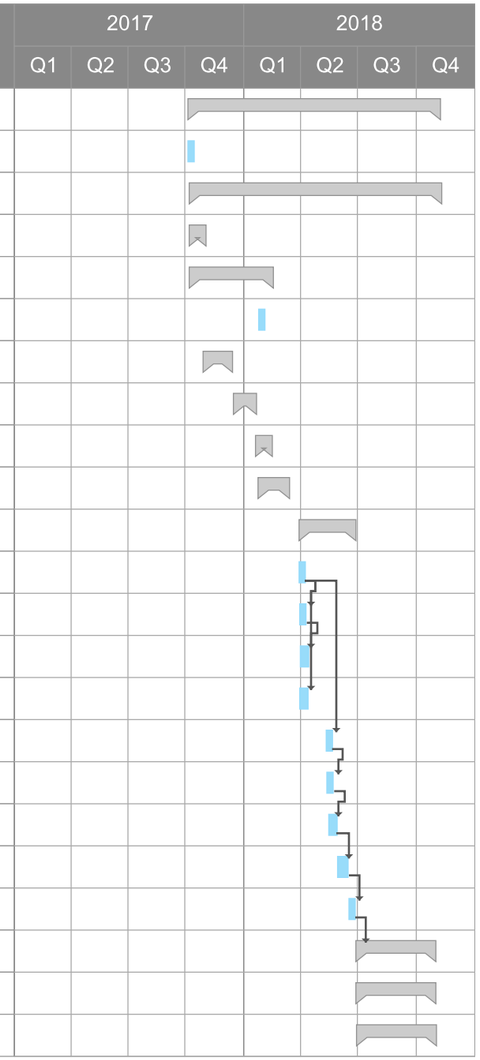
4. Utility relocation shall be completed by the respective utility company.
5. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
6. Survey:
    a. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
    b. All hours shown are an estimate based on one-time staking of each of the specified elements
    c. Contractor must request services 48 hours prior to needing a field crew on-site.
7. Construction Testing Services:
    a. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 1 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 1 month, a supplemental agreement will be required.
8. Revisions to any stage of plans that have been approved by the City shall be considered additional services.
9. All CAD files shall be created using AutoCAD 2015 or newer.
10. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations.
11. Survey is to include location of existing utilities based on visible surface evidence and markings provided by the Missouri One-Call System.
12. Prepare Record Drawings based upon Contractor Mark-up

E. EXCLUSIONS

1. Right-of-Way monumentation
2. As-built surveys
3. Appraisal & Condemnation services / Representation
4. Retaining wall or other structural designs
5. Pavement and joint design
6. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
7. All services not specifically listed are assumed to be excluded.

McCoy Street, Joplin CDBG

Task Name	Duration	Start	Finish
McCoy Street Connection	283d	10/03/17	11/07/18
Notice to Proceed	2d	10/03/17	10/04/17
Project Management	281d	10/05/17	11/07/18
Survey	16d	10/05/17	10/26/17
Utility Coordination	91d	10/05/17	02/14/18
Environmental/Historical Review (EXCLUDED)	1d	01/23/18	01/23/18
Preliminary Design Phase (30 percent plans)	32d	10/27/17	12/13/17
Right of Way Plan Phase (60 percent plans)	23d	12/14/17	01/17/18
Permits	2d	01/18/18	01/19/18
Final Design Phase (100 percent plans)	37d	01/22/18	03/13/18
Bidding Phase	64d	03/28/18	06/25/18
Advertise for and obtain bids for the proposed work	1d	03/28/18	03/28/18
Attend Pre-Bid Meeting	1d	03/29/18	03/29/18
Answer Design Questions	10d	03/30/18	04/12/18
Prepare Addenda	10d	03/29/18	04/11/18
Attend Bid Opening	1d	05/10/18	05/10/18
Bid Review	1d	05/11/18	05/11/18
Council Approval	10d	05/14/18	05/25/18
Contract Award	14d	05/28/18	06/14/18
Notice to Proceed	7d	06/15/18	06/25/18
McCoy Street Extension	91d	06/26/18	10/30/18
Construction Administration	91d	06/26/18	10/30/18
Construction Inspection	90d	06/27/18	10/30/18



REIMBURSABLE EXPENSE SCHEDULE

PAP 8-1 PROJECT 1 McCoy Street Connection (26th Street)

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

Invoice Reimbursement: The mark-up of charges is not allowed including but not limited to expenses and subcontractor charges.

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$639

Construction Materials Testing

Testing Assumptions:

Concrete

6 tests/5 cylinders per test= 30 cylinders
20 cylinders $19/break = **$380**
Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

1 Soil Proctors @ $165/test = $165
1 Atterberg Soil @ $90/test = $ 90
Soil Testing= **$255**
Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons
Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

1 Lab Tests @ $1000 = $1,000
Asphalt Lab Testing= **$1,000**

Total Construction Materials Testing Fees	$1,635
TOTAL EXPENSE FEES	**$2,274**

OLSSON ASSOCIATES

Billing Rate Table
Joplin CDBG PAP 7-1

Classifications	2016	2017	2018
Design Services			
Principal in Charge	$255.00	$262.65	$270.53
Program Manager	$185.00	$190.55	$196.27
Client Manager	$180.00	$185.40	$190.96
Senior Engineer	$171.00	$176.13	$181.41
Senior Project Engineer	$155.00	$159.65	$164.44
Project Engineer	$132.00	$135.96	$140.04
Associate Engineer	$116.00	$119.48	$123.06
Assistant Engineer	$96.00	$98.88	$101.85
Senior Landscape Architect	$150.00	$154.50	$159.14
Project Landscape Architect	$110.00	$113.30	$116.70
Design Associate	$107.00	$110.21	$113.52
Senior Technician	$86.00	$88.58	$91.24
Associate Technician	$72.00	$74.16	$76.38
Assistant Technician	$61.00	$62.83	$64.71
Student Technician	$61.00	$62.83	$64.71
Field Services			
Senior Surveyor	$148.00	$152.44	$157.01
Surveyor	$92.00	$94.76	$97.60
Survey 1-Man Crew	$120.00	$120.00	$120.00
Survey 2-Man Crew	$150.00	$150.00	$150.00
Senior Scientist	$148.00	$152.44	$157.01
Project Scientist	$112.00	$115.36	$118.82
Associate Scientist	$90.00	$92.70	$95.48
Certified Welder Inspector	$100.00	$103.00	$106.09
ICC Welding Inspector	$100.00	$103.00	$106.09
Bolting Inspector	$100.00	$103.00	$106.09
Standby Time	$100.00	$103.00	$106.09
Steel Technician	$100.00	$103.00	$106.09
Steel Technician Standby	$100.00	$103.00	$106.09
Steel Technician Overtime	$150.00	$154.50	$159.14
Steel Technician Re-Observation	$100.00	$103.00	$106.09
Steel Technician Re-Observation OT	$150.00	$154.50	$159.14
NDT Level II Technician	$110.00	$113.30	$116.70
NDT Level II Standby	$110.00	$113.30	$116.70
NDT Level II Double Time	$220.00	$226.60	$233.40

Classifications (cont.)	**2016**	**2017**	**2018**
NDT Level III Technician	$285.00	$293.55	$302.36
NDT Technician Overtime	$165.00	$169.95	$175.05
NDT 2 Man Crew	$170.00	$175.10	$180.35
NDT 2 Man Crew Re-Observation	$170.00	$175.10	$180.35
NDT 2-Man Crew Overtime	$255.00	$262.65	$270.53
NDT 2-Man Crew Double Time	$340.00	$350.20	$360.71
NDT 3 Man Crew - A (1 Level II)	$235.00	$242.05	$249.31
NDT 3-Man Crew - A (1 Level II) Overtime	$352.50	$363.08	$373.97
NDT 3 Man Crew - B (2 Level II)	$290.00	$298.70	$307.66
NDT 3-Man Crew - B (2 Level II) Overtime	$435.00	$448.05	$461.49
NDT Support Crew	$60.00	$61.80	$63.65
Technician	$60.00	$61.80	$63.65
Technician Re-Observation	$60.00	$61.80	$63.65
Technician Standby	$60.00	$61.80	$63.65
Technician – Overtime	$90.00	$92.70	$95.48
Senior Technician	$70.00	$72.10	$74.26
Senior Technician Re-Observation	$70.00	$72.10	$74.26
Senior Technician Standby	$70.00	$72.10	$74.26
Senior Technician – Overtime	$105.00	$108.15	$111.39
NACE Inspection	$100.00	$103.00	$106.09
NACE Inspection Overtime	$150.00	$154.50	$159.14
SWPPP Inspections	$85.00	$87.55	$90.18
Administrative Services			
Administrative Coordinator	$80.00	$82.40	$84.87
Administrative Assistant	$66.00	$67.98	$70.02
Network Systems Administrator	$97.00	$99.91	$102.91
Secretarial	$52.00	$53.56	$55.17

OLSSON ASSOCIATES

Field Service Unit Rate Table
Joplin CDBG PAP 7-1

Unit Code and Description		2016 Rates	2017 Rates	2018 Rates
STDPCTR OLA	Standard Proctor	$165.00	$169.95	$175.05
MODPCTR OLA	Modified Proctor	$205.00	$211.15	$217.48
OVSZCMP OLA	Oversize Correction	$60.00	$61.80	$63.65
ATERBRG OLA	Atterberg Limits	$90.00	$92.70	$95.48
CLFRPRT	Clay Lumps & Friable Particles in Aggregates	$315.00	$324.45	$334.18
CUTRIAX	Consolidated Undrained Triaxal Comp	$1,600.00	$1,648.00	$1,697.44
CUTRIAX	Consolidated Undrained Triaxal Comp-Remold	$1,950.00	$2,008.50	$2,068.76
LA ABR	Degradation of Aggregate by LAR Machine	$400.00	$412.00	$424.36
DLTMIL	Deleterious Content of Aggregates	$60.00	$61.80	$63.65
	Lightweight Particles in Aggregates	$200.00	$206.00	$212.18
GRAD>34 OLA	Gradation > 3/4"	$120.00	$123.60	$127.31
GRAD<34 OLA	Gradation < 3/4"	$100.00	$103.00	$106.09
MGA S OLA	Grain Size Analysis (Sieves)	$100.00	$103.00	$106.09
MGA H OLA	Grain Size Analysis (Hydrometer)	$165.00	$169.95	$175.05
RELDT	Min/Max Index Density & Unit Weight (Vibatory Table)	$236.00	$243.08	$250.37
RRG	Particle Size Analysis of Riprap Materials	$1,200.00	$1,236.00	$1,273.08
P-200 OLA	Percent Fines (Passing #200)	$60.00	$61.80	$63.65
SPCFGVT OLA	Specific Gravity of Course Aggregate	$145.00	$149.35	$153.83
SPCFGVT OLA	Specific Gravity of Fine Aggregate	$145.00	$149.35	$153.83
%FR CA	Percentage of Fractured Particles in Course Aggregate	$90.00	$92.70	$95.48
MC OLA	Percent Moisture Content	$11.00	$11.33	$11.67
CNHDPRM OLA	Permeability of Granular Soils (Constant Head)	$150.00	$154.50	$159.14
FHDPRM OLA	Permeability of Granular Soils (Falling Head)	$150.00	$154.50	$159.14
	Moisture Content by Microwave	$16.00	$16.48	$16.97
DRYDENS OLA	Dry Density Test	$21.00	$21.63	$22.28
DST	Direct Shear Test of Soils (1 pt)	$450.00	$463.50	$477.41
1 PT	One Point Procter Verification	$55.00	$56.65	$58.35
ORGIMP OLA	Organic Impurities in Fine Aggregate	$95.00	$97.85	$100.79
UCT OLA	Unconfined Compressive Strength - Soil	$47.00	$48.41	$49.86
CMPS RC	Unconfined Compressive Strength - Rock	$57.00	$58.71	$60.47
UUTRIAX	Unconsolidated-Undrained Triaxial Compression	$150.00	$154.50	$159.14
UNIT WT	Unit Weight	$65.00	$66.95	$68.96
COMPS C OLA	Compressive Strength - Concrete Cylinder	$19.00	$19.57	$20.16
COMPSCC OLA	Compressive Strength - Concrete Core	$52.00	$53.56	$55.17
COMPS G OLA	Compressive Strength - Grout	$38.00	$39.14	$40.31
COMPS B OLA	Compressive Strength - Block	$115.00	$118.45	$122.00

Unit Code and Description (cont.)		2016 Rates	2017 Rates	2018 Rates
HLWPRSM OLA	Compressive Strength - Block Prism	$145.00	$149.35	$153.83
COMPS M OLA	Compressive Strength - Mortar	$38.00	$39.14	$40.31
C BEAM (3 PT)	Flexural Strength - Concrete Beam 3 Point	$62.00	$63.86	$65.78
FLXST OLA	Flexural Strength - Concrete Beam Center PT	$62.00	$63.86	$65.78
CORDNST OLA	Core Density	$28.00	$28.84	$29.71
CORTHIK OLA	Core Thickness	$22.00	$22.66	$23.34
MVE OLA	Vapor Emission Test Kit	$45.00	$46.35	$47.74
A MX VRF OLA	Asphalt Mix Verification Test	$1,250.00	$1,287.50	$1,326.13
A IGNOV OLA	Oil Content - Ignition Method	$170.00	$175.10	$180.35
ARVD	Percent Air Voids in Compacted Paving Mix	$30.00	$30.90	$31.83
CORDNST OLA	Bulk Specific Gravity	$29.00	$29.87	$30.77
A EX	Quantitative Extraction of Bituman Paving Mix	$175.00	$180.25	$185.66
	Gyratory Compaction Bulk Specific (1-point)	$140.00	$144.20	$148.53
MAR D OLA	Marshall Density	$155.00	$159.65	$164.44
STA/FLO	Marshall Stability and Flow	$270.00	$278.10	$286.44
SIEVE	Sieve Analysis of Extracted Gravity	$100.00	$103.00	$106.09
SPCFGZVT OLA	Theoretical Maximum Specific Gravity	$175.00	$180.25	$185.66
TRQWNCH OLA	Torque Wrench	$60.00	$61.80	$63.65
CORMCH OLA	Concrete Coring Equipment - Per Day	$145.00	$149.35	$153.83
MBLAB OLASI	Mobile Lab - Per Month	$400.00	$412.00	$424.36
	Construction Vehicle - Per Mile	$0.75	$0.77	$0.80

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 4-110
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

	Hourly Rates		
Staff Classification	2016	2017	2018
Principal	$162.00	$167.00	$172.00
Senior Engineer	$143.00	$147.00	$151.00
Project Engineer	$101.00	$104.00	$107.00
Engineer Intern	$69.00	$71.00	$73.00
Project Manager	$79.00	$81.00	$83.00
Inspector	$79.00	$81.00	$83.00
Senior Designer	$79.00	$81.00	$83.00
Senior Designer II	$74.00	$76.00	$78.00
Survey Manager / PLS	$83.00	$85.00	$88.00
Survey Crew Chief	$69.00	$71.00	$73.00
Survey Crew Member	$57.00	$59.00	$61.00
2 Person Survey Crew	$126.00	$130.00	$134.00
3 Person Survey Crew	$181.00	$186.00	$192.00
4 Person Survey Crew	$238.00	$245.00	$252.00
Traffic Data Collector	$27.00	$28.00	$29.00
Engineering Technician	$59.00	$61.00	$63.00
Administrator	$32.00	$33.00	$34.00
Clerical	$27.00	$28.00	$29.00

Vehicle	Per Federal Rate	
Copies	$0.10	each
Blueprints	$0.50	SQFT
Real Time GPS Equipment	$250.00	per day
Robotic Prism less Instrument	$195.00	per day

TranSystems Corporation
Schedule of Hourly Rates for 2016
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$288	Industry Specialist V	$288
Civil Engineer IV	$212	Industry Specialist IV	$285
Civil Engineer III	$144	Industry Specialist III	$132
Civil Engineer II	$108	Industry Specialist II	$66
Civil Engineer I	$90	Inspector V	$225
Architect IV	$212	Inspector IV	$128
Architect III	$184	Inspector III	$92
Architect II	$94	Inspector II	$74
Planner III	$134	Marketing Administrator III	$140
Planner II	$90	Marketing Administrator II	$92
Planner I	$80	Administrator II	$90
Scientist III	$114	Administrator I	$62
Scientist II	$88	Surveyor V	$144
Technician V	$162	Surveyor IV	$110
Technician IV	$120	Surveyor III	$90
Technician III	$98	Surveyor II	$72
Technician II	$82	Surveyor I	$56
Technician I	$68	Electrical Engineer III	$160
Principal/ Structural Engineer V	$288	Electrical Engineer I	$124
Structural Engineer IV	$212	Construction Services I	$67
Structural Engineer III	$166	Construction Services II	$81
Structural Engineer II	$128	Construction Services III	$95
Structural Engineer I	$100	Construction Services IV	$115

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2016. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

TranSystems Corporation
Schedule of Hourly Rates for 2017
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$297	Industry Specialist V	$297
Civil Engineer IV	$219	Industry Specialist IV	$294
Civil Engineer III	$149	Industry Specialist III	$136
Civil Engineer II	$112	Industry Specialist II	$68
Civil Engineer I	$93	Inspector V	$232
Architect IV	$219	Inspector IV	$132
Architect III	$190	Inspector III	$95
Architect II	$97	Inspector II	$77
Planner III	$139	Marketing Administrator III	$145
Planner II	$93	Marketing Administrator II	$95
Planner I	$83	Administrator II	$93
Scientist III	$118	Administrator I	$64
Scientist II	$91	Surveyor V	$149
Technician V	$167	Surveyor IV	$114
Technician IV	$124	Surveyor III	$93
Technician III	$101	Surveyor II	$75
Technician II	$85	Surveyor I	$58
Technician I	$71	Electrical Engineer III	$165
Principal/ Structural Engineer V	$297	Electrical Engineer I	$128
Structural Engineer IV	$219	Construction Services I	$70
Structural Engineer III	$171	Construction Services II	$84
Structural Engineer II	$132	Construction Services III	$98
Structural Engineer I	$103	Construction Services IV	$119

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2017. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

TranSystems Corporation
Schedule of Hourly Rates for 2018
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$306	Industry Specialist V	$306
Civil Engineer IV	$226	Industry Specialist IV	$303
Civil Engineer III	$154	Industry Specialist III	$141
Civil Engineer II	$116	Industry Specialist II	$71
Civil Engineer I	$96	Inspector V	$239
Architect IV	$226	Inspector IV	$136
Architect III	$196	Inspector III	$98
Architect II	$100	Inspector II	$80
Planner III	$144	Marketing Administrator III	$150
Planner II	$96	Marketing Administrator II	$98
Planner I	$86	Administrator II	$96
Scientist III	$122	Administrator I	$66
Scientist II	$94	Surveyor V	$154
Technician V	$173	Surveyor IV	$118
Technician IV	$128	Surveyor III	$96
Technician III	$105	Surveyor II	$78
Technician II	$88	Surveyor I	$60
Technician I	$74	Electrical Engineer III	$170
Principal/ Structural Engineer V	$306	Electrical Engineer I	$132
Structural Engineer IV	$226	Construction Services I	$73
Structural Engineer III	$177	Construction Services II	$87
Structural Engineer II	$136	Construction Services III	$101
Structural Engineer I	$107	Construction Services IV	$123

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2018. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 2 , 2017

ITEM: COUNCIL BILL NO. # 2017-614

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: LEASE AGREEMENT WITH ECONOMIC SECURITY CORPORATION OF SOUTHWEST MISSOURI AREA USING CARVER NURSERY FACILITY

Parks Director: Paul Bloomberg
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill approves a Lease Agreement with Economic Security Corporation of Southwest Missouri Area for the renovations and use of the Carver Nursery Facility for an Early Head Start program.

DISCUSSION:

Early Head Start is a program that serves low-income children ages 0-3 years, prenatal women, and their families. The program is designed to provide information and services in the areas of child development, nutrition, health, social services, and family goal setting. Economic Security Corporation has been providing EHS services since 1999. The program recently received an expansion grant to double the size of its child care services. The families receiving the child care services must be working and/or going to school full-time. Each family will be assigned a Family Advocate who will assist them with developing self-sufficiency goals that are designed to move them out of poverty. Children will receive 2/3 of their daily nutritional needs while in care, through our contract with the USDA's Child Adult Care Food Program. Our program is also certified at the Advanced Level of the Missouri Eat Smart program, which promotes the highest quality nutritional services for children in childcare.

Early Head Start would like to partner with the City of Joplin to utilize the Carver Nursery to provide high quality child care services for 8-16 infants and toddlers, in a full-day, full-year program. Economic Security Corporation would make $15,000 in renovations to Carver Nursery before the Early Head Start program would begin. This would be a full rent abatement for the fifty (50) month Lease Agreement. Economic Security Corporation would also pay for utilities every month as laid out in the Lease Agreement. Once the rent abatement is complete and Economic Security Corporation would like to renew with the City of Joplin they would be pay $300 per month in rent, as well as utilities.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on emergency basis.

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the CITY OF JOPLIN, MISSOURI, a Missouri municipal corporation, hereinafter referred to as "Lessor", and ECONOMIC SECURITY CORPORATION OF SOUTHWEST AREA, a Missouri non-profit corporation, hereinafter referred to as "Lessee".

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, Lessor hereby leases to Lessee, and Lessee leases from Lessor, 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. Lessor leases to Lessee and Lessee leases from Lessor, the land and improvements commonly known as 520 S. School Ave., Joplin, Missouri (hereinafter referred to as the "premises"). Lessee may utilize 3150 square feet, or 100% of the building, from the second week of August to the end of May, and 1575 square feet, or roughly 50% of the building, from June through the first week of August, as reflected on the map attached hereto as Exhibit "A."

2. Term. The original term of this Lease shall commence on October 1, 2017 ("Effective Date") conditioned on a signed Agreement and all fees due under the Agreement being delivered to Lessor no later than September 22, 2017. The term of this Agreement and the duty to pay fees shall be from October 1, 2017 to November 30, 2021. After November 30, 2021, this Agreement shall automatically renew for successive thirty (30) days 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 cancelled or terminated. It is agreed that Lessor shall have the right to cancel or terminate this Agreement at any time on ninety (90) days' written notice by certified mail, or by personal delivery, to Lessee. In the event of termination, Lessee shall remove all of its equipment, materials and other property by the end of the ninety (90) day period. However, any improvements made shall become and remain Lessor's property. Additionally, Lessee shall have the right to terminate this lease if at any time its funding sources for the program become delayed, reduced, withdrawn, terminated, or are nonexistent; or if for any reason, Lessee no longer is the contractor for the purpose of providing the program in Joplin, MO and the lease rental called for herein shall be prorated to the date of termination.

4. Rent. Rent in the amount of Fifteen Thousand Dollars ($15,000.00) is due for the Term of this Agreement, payable in monthly instalments of Three Hundred and 00/100 Dollars ($300.00), due and payable on the first date of the month. Payment shall be made to the Director of Finance of the City of Joplin. Additionally, Lessee is required to complete construction of the improvements described in the Memorandum of Understanding between the parties, attached hereto and incorporated by reference as Exhibit B. Upon acceptance of the improvements and in consideration thereof, Lessee shall receive a full rent abatement for the remaining term of this

Lease Agreement. In the event that this Agreement is renewed for successive 30 day terms, a fee of Three Hundred and 00/100 Dollars ($300.00) shall be due and payable on the date of each renewal to the Director of Finance of the City of Joplin.

5. Deposit. Intentionally omitted.

6. Use of Premises by Lessee. Lessee is a Missouri non-profit corporation and the Leased premises shall be used solely for the purposes described herein, unless written permission is given by an authorized representative of the City. Lessee shall use the leased premise solely for the purpose of providing child care services through the Early Head Start program. Any other use of the premises is prohibited. Lessee shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Lessee shall obtain such state, county, and local, permits or Leases as may be required.

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

8. Lessor's Responsibilities. Lessor shall maintain the property in a habitable condition. Lessor shall be responsible for maintaining the HVAC, electric, and plumbing systems in good working order; however, any maintenance or repairs valued at less than $500.00 per occurrence shall be the responsibility of the Lessee. Lessor shall be responsible for mowing the premises.

9. Utilities. Lessee shall pay all utility costs related to the building in proportion to its occupied space, including electric, gas, water, sewer, and trash. Lessee's occupied space is calculated to be fifty percent (50%) during the months of June and July, and one hundred percent (100%) from the month of August through the month of May. Lessor shall submit a monthly invoice to Lessee, which shall be paid within fifteen (15) days of mailing. Lessee's failure to pay utility costs shall be a material breach of this Agreement and grounds for terminating the same.

10. Telecommunications. Lessee shall be solely responsible for any phone, cable, and internet service. Lessee shall be entitled to utilize any existing communications lines that service the building.

11. Fixtures and Alterations. Lessor and Lessee hereby agree that the premises are Leased in an "AS IS" condition. As described in Section 4, supra, any improvements made shall become and remain Lessor's property.

12. Maintenance of Leased Premises. Lessee shall at all times maintain the Leased premises in good condition and repair and keep the premises in a neat and orderly condition.

13. Insurance. Lessee shall, during the entire term of this Lease, keep in full force and effect policies of public liability and property damage insurance with respect to the Leased premises and the business operated by Lessor in the Leased premises, in which the limits of public liability shall not be less than a single limit of one million and 00/100 Dollars ($1,000,000.00) for personal injury and damage to property in the aggregate. The policy shall name Lessor, any person, firms or corporations designated by Lessor, and Lessee as additional insureds. The insurance shall be in an insurance company acceptable to Lessor and a copy of the policy or a Certificate of Insurance shall be delivered to Lessor upon execution of this Lease Agreement.

14. Indemnification of Lessor. Lessee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Lessor, 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 Lessor, their agents or employees, or Lessee, 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 Lease or any work done thereunder or business carried on by Lessee during the term of the Lease and on the Leased premises.

15. Damage or Destruction of Leased Premises. In the event that the Leased 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 Lease, then this Lease shall be automatically terminated and deposit returned to Lessee.

16. Default of the Lessee. In the event of any failure by Lessee to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than five (5) days after written notice of such default shall have been given to Lessee, then Lessor, 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 Leased 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 Lessor at any time terminate this Lease for any breach in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach. Lessee further agrees to indemnify Lessor for any and all costs and expenses, including attorney fees, incurred by Lessor in any lawsuit against Lessee to enforce the terms of this Lease.

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

18. 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 Lessor as follows:

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

and to Lessee as follows:

Economic Security Corporation of Southwest Area
Attention: John Joines, CEO
302 Joplin Ave.
P.O. Box 207
Joplin, Missouri 64802

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.

19. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease 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.

20. Assignment and Subletting. Lessee will not assign this Lease in whole or in part without obtaining the prior written consent of the Lessor. Any assignment without Lessor's consent in writing shall be void.

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

22. Compliance with Applicable Laws. Lessee shall comply with all applicable laws, ordinances, rules and regulations.

23. 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.

24. 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.

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

26. 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.

27. Contingent on Approval. This Agreement is contingent on approval from the Joplin City Council and Economic Security Corporation of Southwest Area 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.

"LESSOR"
CITY OF JOPLIN,
a Missouri municipal corporation

By: _____
Its: authorized signatory

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

"LESSEE"
Economic Security Corporation of Southwest Area,
a Missouri non-profit corporation

By:_____
Its: authorized signatory

ATTEST:

_____
Secretary

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this _____ day of _____, 2017, by and between the CITY OF JOPLIN, MISSOURI, a Missouri municipal corporation, hereinafter referred to as "City", and ECONOMIC SECURITY CORPORATION OF SOUTHWEST AREA, a Missouri non-profit corporation, hereinafter referred to as "Economic Security".

W I T N E S S E T H :

WHEREAS, City owns certain real estate commonly known as 520 S. School Ave., hereinafter referred to as "the premises." City desires to enter into a Lease agreement with Economic Security for a portion of the premises under the terms and conditions described herein; and,

WHEREAS, Economic Security provides child care services through an Early Head Start program. Economic Security desires to enter into a Lease agreement with the City for a portion of the premises under the terms and conditions described herein; and,

WHEREAS in lieu of rent, the parties agree that Economic Security shall make certain improvements to the premises under the terms and conditions described herein; and,

WHEREAS, because of the improvement responsibilities of Economic Security, and the shared use of the premises, the parties desire to set forth the material terms thereof in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Construction of Improvements. The proposed renovation of the premises is illustrated on Exhibit 1, attached hereto and incorporated by reference. After renovation is complete, it is estimated the Economic Security will utilize 3150 square feet, or 100% of the building, from the second week of August to the end of May, and 1575 square feet, or 50% of the building, from June through the first week of August. Economic Security will submit

architectural and building plans to the City for approval before construction begins. All construction shall be in accordance and compliance with the submitted plans and the Joplin Code of Ordinances. Any deviation from the plans must be approved in writing by the City. All finished construction, such as paint, flooring, electrical fixtures, wood trim, and related finishing work shall be of the same or substantially similar quality and type used in the existing finished area of the building. City shall give written approval of said construction and materials. All improvements, including all fixtures, shall become the property of the City. Upon completion of the improvements, Economic Security will receive a Lease fee abatement for the full term of the fifty (50) month Lease Agreement.

(a) City Area. The City will be responsible for maintenance of its area.

(b) Economic Security Area. Economic Security will be responsible for the construction and maintenance of improvements of its area. Economic Security agrees that the premises will be kept in a near, orderly, and clean condition at all times. A copy of a master key shall be supplied to the Parks and Recreation Director.

(c) General Terms. All work done by Economic Security shall comply with the Joplin Building Code. Economic Security is responsible for obtaining all required building permits and passing required building inspections.

(d) Timeline. Construction shall begin on upon execution of this Agreement and be completed within ____ days.

2. Lease Agreement. The parties agree that a Lease Agreement has been executed concurrently with this Memorandum of Understanding and Agreement. Said Lease Agreement incorporates this agreement by reference, and should any terms conflict, the terms of the Lease Agreement shall prevail.

3. Effective Date. This Memorandum shall be effective upon the approval of the City Council and Economic Security. It may be amended at any time by written agreement executed by both parties.

[Remainder of page intentionally left blank. Signature page to follow.]

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

"LESSOR"
CITY OF JOPLIN,
a Missouri municipal corporation

By: _____
Its: authorized signatory

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

"LESSEE"
Economic Security Corporation of Southwest Area,
a Missouri non-profit corporation

By:_____
Its: authorized signatory

ATTEST:

_____
Secretary

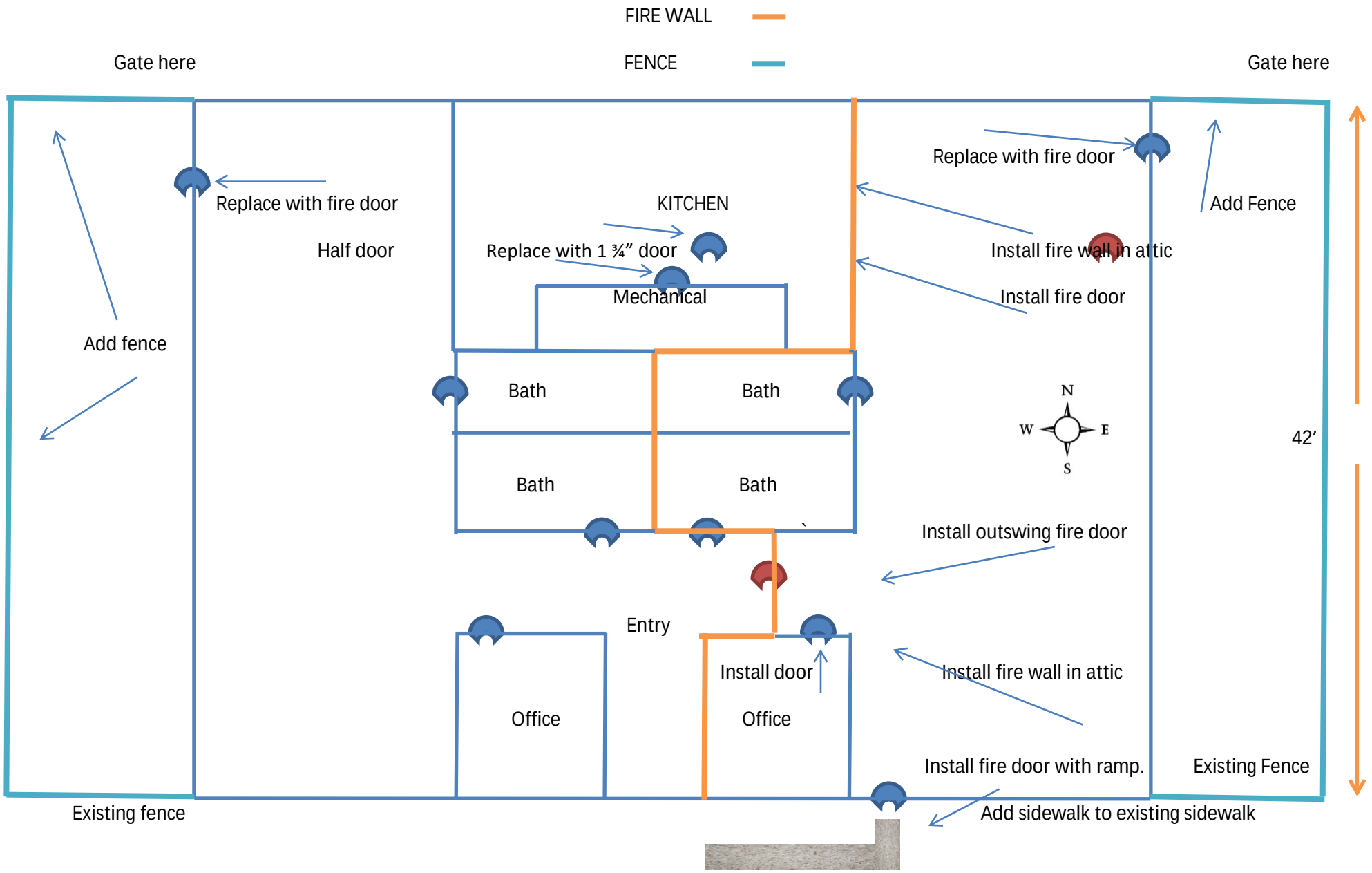

FIRE WALL
FENCE
Gate here
Gate here
Replace with fire door
Half door
KITCHEN
Replace with 1 ¾" door
Mechanical
Replace with fire door
Add Fence
Install fire wall in attic
Install fire door
Add fence
Bath
Bath
Bath
Bath
N
W
E
S
42'
Install outswing fire door
Entry
Install door
Office
Office
Install fire wall in attic
Install fire door with ramp.
Existing Fence
Existing fence
Add sidewalk to existing sidewalk
75'

EXHIBIT "A"

1. Replace exit doors in both classrooms.
2. Install two fire rated doors (kitchen and hallway).
3. Replace door to furnace room.
4. Install half door from classroom B to kitchen.
5. Change bathroom door knobs so they don't lock.
6. Replace ceiling tile.
7. Repair holes in wall.
8. Install baseboard trim.
9. Paint walls.
10. Close in windows from classroom A to Office A.
11. Install higher Plexiglas barrier to separate sinks in classroom A.
12. Repair flooring in kitchen.
13. Install more fire extinguishers.
14. Install 1-hour fire wall in ceiling to roof.
15. Install fence in playground area (both sides).
16. Install handrail on steps to playground (both sides).
17. Install second exit in classroom A.
18. Install pull station at second exit in classroom A.
19. Install exit sign at second exit in classroom A.
20. Repair emergency lighting if necessary.
21. Install landline phone system.
22. Install carbon monoxide detectors.
23. Install street numbers on front of building.
24. Evaluate return air to ensure it will work with new doors that are being added.
25. Install smoke detectors.
26. Replace kitchen cabinets by three step sinks.
27. Put in mini blinds or close off small window from kitchen to classroom.
28. Scrub/sand and polyurethane cabinets.
29. Remove shelf over pantry area.
30. Build small cabinet by stove.

COUNCIL BILL NO. 2017-614 ORDINANCE NO.

AN ORDINANCE approving the Memorandum of Understanding and Lease Agreement by and between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area, for the lease of real estate located at 520 S. School 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. That the Memorandum of Understanding and Lease Agreement by and between the City of Joplin, Missouri, and Economic Security of Southwest Area, for lease of real estate located at 520 S. School 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 Memorandum of Understanding and Lease 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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney