AMENDED COUNCIL AGENDA
Monday, October 21, 2019
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Joplin High School Student Council (JHS STUCO) To Present An Update To City Council On Joplin High School Events

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. October 7, 2019 Informal Council Meeting Notes

      Documents:

      INF NOTES OCT. 7, 2019.PDF

   2. Minutes Of The October 7, 2019 City Council Meeting

      Documents:

      CC MINUTES OCT 7, 2019.PDF

   3. Minutes Of The October 15, 2019 Special City Council Meeting

      Documents:

      SP MTG OCT 15 - CM INTERVIEWS.PDF

   4. AMENDED COUNCIL BILL NO. 2019-275

      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3-PD property as described below and located 5051 S Main Street, City of Joplin, Newton County, Missouri.

      Documents:

      CB2019-275.PDF

   5. COUNCIL BILL NO. 2019-276

      AN ORDINANCE providing to vacate approximately 320 feet of a 20-foot-

wide utility easement located at 2300 E. 7th Street, Joplin, MO.

Documents:

CB2019-276.PDF

6. COUNCIL BILL NO. 2019-277
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 3010 S. Connecticut Ave, City of Joplin, Jasper County, Missouri.

Documents:

CB2019-277.PDF

7. COUNCIL BILL NO. 2019-278
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 3220 Belle Center Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2019-278.PDF

8. COUNCIL BILL NO. 2019-279
AN ORDINANCE providing to vacate a sewer utility easement approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave.

Documents:

CB2019-279.PDF

9. COUNCIL BILL NO. 2019-280
AN ORDINANCE providing to vacate an alley easement located approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave.

Documents:

CB2019-280.PDF

9. Resolutions

1. RESOLUTION NO. 2019-010
A RESOLUTION in support of Jasper County, Missouri joining Freedom's Frontier National Heritage Area, Inc.

Documents:

RS2019-010.PDF

2. RESOLUTION NO. 2019-011
A RESOLUTION approving a request of the appointment of a member of the Board of Directors of the Northpark Lane Community Improvement District.

Documents:

RESOLUTION 2019-011 SUMMARY NORTHPARK LANE CID BOARD APPOINTMENT.PDF
RESOLUTION 2019-011 NORTHPARK LANE CID BOARD APPOINTMENT.PDF
RESOLUTION 2019-011 APPOINTMENT REQUEST FROM DEVELOPER.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2019-155

AN ORDINANCE approving the City of Joplin to enter into an agreement with Branco Enterprises, Inc. in the amount of One Million Nine Hundred Seventy-Six Thousand Seven Hundred Thirty-Five and 00/100 dollars ($1,976,735.00) for the construction of Surface Project 4002, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2019-155 SURFACE 4002 BID TAB.PDF
CB2019-155 SURFACE 4002 COUNCIL ORDINANCE.PDF
CB2019-155 SURFACE 4002 SUMMARY SHEET.PDF
CB2019-155 AGREEMENT - BRANCO ENTERPRISES.PDF
CB2019-155 MAP.PDF

2. COUNCIL BILL NO. 2019-372
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 1907 W. Perkins St. in the City of Joplin, Missouri, for Four Thousand One Hundred Eighty Nine and 00/100 Dollars ($4,189.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-372 BID.PDF
CB 2019-372 PICTURES.PDF
CB 2019-372 SUMMARY.PDF
CB 2019-372.PDF

3. COUNCIL BILL NO. 2019-404

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2019, through October 31, 2020, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Documents:

CB 2019-404 AGREEMENT.PDF
CB 2019-404 FY2020UPWP.PDF
CB 2019-404 SUMMARY.PDF
CB 2019-404.PDF

4. COUNCIL BILL NO. 2019-456

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, 2019 and running through September 30, 2020, for the amount of up to Thirty Two Thousand, Nine Hundred Twenty-Five Dollars and Forty-Seven Cents ($32,925.47), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB 2019-456 SUMMARY SHEET.PDF
CB2019-456-COUNCIL BILL.PDF
CB 2019-456 SUPPLEMENTAL ITEM-CONTRACT.PDF

5. COUNCIL BILL NO. 2019-515
AN ORDINANCE approving the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and Projects, establishing a redevelopment area and redevelopment project areas, and designating Summit Denali, LLC, as the developer of Redevelopment Projects 1 and 2, and containing an emergency clause.

Documents:

CB 2019-515 SUMMARY BOOMTOWN CENTRAL SHOPPING TIF PLAN AND DEVELOPER.PDF
CB 2019-515 ORDINANCE APPROVING BOOMTOWN CENTRAL SHOPPING TIF PLAN AND DEVELOPER.PDF
CB 2019-515 EXHIBIT A-BOOMTOWN CENTRAL SHOPPING TIF REDEVELOPMENT PLAN FINAL.PDF

JOPLIN BOOMTOWN BUT-FOR REPORT 073119.PDF
STAFF ANALYSIS OF BOOMTOWN CENTRAL SHOPPING TIF PLAN (8-7-19).PDF

6. COUNCIL BILL NO. 2019-516
AN ORDINANCE approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-516 SUMMARY DENTAL INSURANCE CONTRACT.PDF
CB 2019-516 ORDINANCE DENTAL INSURANCE CONTRACT AGREEMENT.PDF
CB 2019-516 EXHIBIT A CIGNA DENTAL CONTRACT.PDF

7. COUNCIL BILL NO. 2019-517
AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-517 SUMMARY HEALTH INSURANCE STOP LOSS AND ADMINISTRATIVE CONTRACT.PDF
CB 2019-517 ORDINANCE HEALTH INSURANCE STOP LOSS ADMINISTRATIVE SERVICES CONTRACT AGREEMENT.PDF
CB 2019-517 EXHIBIT A-ANTHEM RENEWAL CONTRACT 2020.PDF

8. COUNCIL BILL NO. 2019-518
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

Documents:

CB 2019-518 SUMMARY BUDGET AMENDMENT FY 2019.PDF
CB 2019-518 BUDGET AMENDMENT ORDINANCE FOR FY 2019.PDF
CB 2019-518 SCHEDULE A 2019 BUDGET AMENDMENT OCTOBER 21 2019.PDF

9. COUNCIL BILL NO. 2019-519
AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2019 to October 31, 2020, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2019-519 BUDGET SUMMARY FOR FY 2020 BUDGET.PDF
CB 2019-519 BUDGET ADOPTION ORDINANCE.PDF
CB 2019-519 SUMMARY BUDGET ADOPTION FY 2020.PDF
CB 2019-519 SUMMARY OF GOVERNMENTAL, PROPRIETARY AND COMPONENT UNIT FUNDS BY DEPARTMENT.PDF

CB 2019-519 BUDGET RECONCILIATION-PROPOSED TO ADOPTED.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-403
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Keenoy Preservation; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2019-403 SUMMARY.PDF
CB 2019-403.PDF
CB 2019-403 AGREEMENT.PDF
CB 2019-403 EXHIBIT A.PDF
CB 2019-403 EXHIBIT B.PDF
CB 2019-403 MAP.PDF

2. COUNCIL BILL NO. 2019-520
AN ORDINANCE approving Redevelopment Project 1 of the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2019-520 SUMMARY BOOMTOWN CENTRAL SHOPPING TIF PLAN REDEVELOPMENT PROJECT 1.PDF
CB 2019-520 ORDINANCE APPROVING BOOMTOWN CENTRAL SHOPPING TIF REDEVELOPMENT PROJECT 1.PDF
MAP OF PROJECT AREAS BOOMTOWN CENTRAL SHOPPING TIF.PDF

3. COUNCIL BILL NO. 2019-521
AN ORDINANCE approving Redevelopment Project 2 of the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2019-521 SUMMARY BOOMTOWN CENTRAL SHOPPING TIF PLAN REDEVELOPMENT PROJECT 2.PDF
CB 2019-521 ORDINANCE APPROVING BOOMTOWN CENTRAL SHOPPING TIF REDEVELOPMENT PROJECT 2.PDF
MAP OF PROJECT AREAS BOOMTOWN CENTRAL SHOPPING TIF.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. NEWS FROM PUBLIC INFORMATION OFFICER LYNN ONSTOT

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

Sound enhancement units are available for hearing impaired customers who provide a

form of identification as security, which will be returned to the customer upon the return of the unit.

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

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

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
OCTOBER 7, 2019

Mayor Shaw called the October 7, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

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

Public Works Dept. Annual Update –Director David Hertzberg

Director Hertzberg presented a Power Point overview of the 2018 Public Works Annual Report.

- Public Works Umbrella: Engineering Division and Operations Division
- Organization chart
- Dir. Hertzberg introduced Assistant Director of Public Works, Dan Johnson, Engineering Dan introduced members of his staff and discussed the following departments: Capital Improvements (Rob Beachner); Sanitary Sewer (Chris Parker), Traffic Management (Dakota Rusk) and Stormwater (Steven Martinez).
- Dir. Hertzberg introduced Assistant Director of Public Works - Operations Lynden Lawson. Lynden introduced members of his staff and discussed the following departments: Facility Maintenance (Jeff Tennis, Josh Pierson), Infrastructure Street & Sewer (Dean Smith); Sewer Treatment (Lyndell Edwards); Transit (Robert Lolley); Recycling (Mary Anne Phillips); Sign and Signal (Tom Tracey); Airport (Steve Stockam).

Director Hertzberg noted that senior clerk, Carrie Mercadante, created the Power Point.

City Council thanked David for the presentation.

The meeting adjourned at 5:50 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
OCTOBER 7, 2019 MEETING MINUTES

CALL TO ORDER

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

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

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

PRESENTATIONS

Council Member Colbert-Kean thanked the Joplin Youth Council and their city liaison Taylor Cunningham for their interest and desire to participate in the youth council. She also thanked Council Member Stanley for being her co-partner in starting up the youth council. Ms. Cunningham stated it has been fun working with the youth council and the process is going well. Ms. Cunningham then introduced the first of three speakers, Spencer Vreeland, a senior at Joplin High School and the Chair of the JYC. Spencer gave an overview of the ground rules and core values of the JYC, and the meeting dates, time and location. He then introduced the other officers, Jake Saunders (Joplin) Vice Chair; Dillon Dodge (Thomas Jefferson) Treasurer, Casey (Chloe) Bonds (Joplin) Secretary; and Jane Min (Thomas Jefferson) as Public Relations. Dillon discussed the project the JYC decided to focus on as their main project, which is making citizens aware of the importance of voting. Rosalyn Jourdan (Joplin) discussed ways and activities the youth council plan to implement this project.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Finance Director Leslie Haase introduced Segal Consultant Kim Wickson, who presented the Semi-Annual Insurance Update. For 2020, there will be an increase in the health insurance premiums of 5.6% for single and family coverage. The City will be absorbing the increase in the single premium, while the increase for family coverage will be shared equally between the City and the employee. There will also be an increase of 5% in the dental premiums for both the employee and the City. However, there will be no increase to vision premiums or life insurance costs. The contracts for the various insurance benefits will be presented to Council on October 21.

CITIZEN REQUESTS AND PETITIONS

Jared Wicklund (Carthage) and Janus Lazarus (Joplin) invited the City Council to participate in the 2019 City Challenge Exhibition on October 19, 2019, at Memorial Hall during the Joplin Table Tennis Club-USATT Sanctioned Tournament.

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

Public Hearing for Council Bill No. 2019-275

Mayor Shaw opened the Public Hearing.

Appearing in favor of this item was Gil Stevens, 23 Pheasant Run, Joplin.

No one appeared in opposition to this item:

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No. 2019-275 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 5051 S Main Street, City of Joplin, Newton County, Missouri. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2019-275 be **amended** from C-3 to C-3-PD. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was amended.

Mr. Stinnett introduced Amended Council Bill No. 2019-275. Motion by Mr. Stinnett, second by Mr. Stanley that Amended Council Bill No. 2019-275 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Amended Council Bill No. 2019-275**.

Public Hearing for Council Bill No. 2019-276

Mayor Shaw opened the Public Hearing.

David Box, 8387 River Rd. Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2019-276 - an ordinance providing to vacate approximately 320 feet of a 20-foot-wide utility easement located at 2300 E. 7th Street, Joplin, MO. Requested by David and Connie Box. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2019-276 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as Council Bill No. 2019-276

Public Hearing for Council Bill No. 2019-277

Mayor Shaw opened the Public Hearing.

David Sweeney, 2710 E. 15th St., Joplin appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No. 2019-277- an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located at 3010 S. Connecticut Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2019-277 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-277**

Public Hearing for Council Bill No. 2019-278

Mayor Shaw opened the Public Hearing.

Leslie Harrison, Pittsburg, KS appeared in favor of this item:

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Lawson introduced Council Bill No. 2019-278 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 3220 Belle Center Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2019-278 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-278**

Public Hearing for Council Bill No. 2019-279

Mayor Shaw opened the Public Hearing.

Appearing in favor of this item:

Appearing in opposition to this item:

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2019-279 - an ordinance providing to vacate a sewer utility easement approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2019-279 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-279**

Public Hearing for Council Bill No. 2019-280

Mayor Shaw opened the Public Hearing.

Lance Ledford, 2235 S. Fallen Oak, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Cortez introduced Council Bill No. 2019-280 - an ordinance providing to vacate an alley easement located approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2019-280 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-280**

CONSENT AGENDA

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

September 16, 2019 Informal Council Meeting Notes

Minutes of the September 16, 2019 City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr.Stinnett introduced Council Bill No.2019-151 - an ordinance approving a construction agreement with D & E Plumbing & Heating Inc. in the not to exceed amount of One Hundred Seventy-eight Thousand, Four Hundred and No/100 Dollars ($178,400.00) for the 44th & Virginia Force Main Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019-151 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-142**

Mr. Monteleone introduced Council Bill No. 2019-152 -an ordinance approving a construction agreement with G & G Construction, Inc. in the not to exceed amount of Five Hundred Seventeen Thousand Twenty-five and no/100 ($517,025.00) for the Twin Equalization Basin Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2019-152 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-143**

Mr. Monteleone introduced Council Bill No.2019-153-an ordinance approving a Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Five Hundred Thirty Eight Thousand Nine Hundred Forty Five and no/100 Dollars ($538,945.00) for the Tin Cup Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2019-153 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, and Shaw, 7. Nays: Stanley, Stinnett, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2019-144**

Mr. Cortez introduced Council Bill No. 2019-154 - an ordinance approving an amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Thirty-Two Thousand One Hundred Eighty Five Dollars and Fifty Three Cents ($32,185.53) for the Filmore Bridge Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2019-154 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-145**

Mr. Stanley introduced Council Bill No. 2019–369 - an ordinance approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 502 Cox Ave. in the City of Joplin, Missouri, for Three Thousand Fifty-seven and 00/100 Dollars ($3,057.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2019-369 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-146**

Mr. Lawson introduced Council Bill No. 2019 – 370 -an ordinance approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 220 S. St. Louis in the City of Joplin, Missouri, for Two Thousand Seven Hundred Seventy Five and 00/100 Dollars ($ 2,775.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2019-370 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson,

Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-147**

Mr. Brown introduced Council Bill No. 2019 – 371 -an ordinance approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 1007 Roosevelt Ave. in the City of Joplin, Missouri, for Three Thousand Four Hundred Seventy Five and 00/100 Dollars ($ 3,475.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mr. Stanley that Council Bill No. 2019-371 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-148**

Mr. Cortez introduced Council Bill No. 2019-452 - 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, 2019 and running through September 30, 2020, for the amount of up to Five Hundred Seventy Nine Thousand, Eight Hundred Sixty-Two Dollars and no Cents ($579,862.00) 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. Cortez, second by Mr. Monteleone that Council Bill No. 2019-452 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-149**

Mr. Stinnett introduced Council Bill No. 2019-453 - an ordinance authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market Locations pharmacies as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019-453 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-150**

Mr. Stanley introduced Council Bill No. 2018-454 - an ordinance approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2018-454 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

Correction to Council Bill No. 2018-454: This Council Bill was incorrectly transcribed on the agenda and read as Council Bill No. 2018-454. Motion by Mr. Stanley, second by Mr. Cortez to

correct the Council Bill to be read and be passed as 2019-454. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. Council Bill No. 2019-454 was declared adopted and entitled **Ordinance No. 2019-151**

Mr. Cortez introduced Council Bill No. 2019-455 - an ordinance amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2019-455 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-152**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Surplus Property: Motion by Mr. Stanley, second by Mr. Monteleone to approval the list of surplus property for the annual City Auction. on October 12, 2019. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

News from the Public Information Officer, Lynn Onstot

Citizens are reminded that there is an election on November 5 and the City has a proposal on the ballot for voters to consider, noted as Proposition B. This is an important issue focusing on funding retirement plan changes to help improve recruitment and retention of Joplin Police Officers and Firefighters.

To learn more, we invite the public to join us for an Information Open House about Prop B on Tuesday, October 15. It will be held from 5:30 to 6:30 p.m. at the Public Library. We encourage citizens to come and visit with our Police and Fire Chiefs and members from the Prop B Citizens Task Force to learn more.

If not able to make the meeting, or if they have a group who would like to know more, we would be happy to meet with them. They can contact me, Lynn Onstot, by calling the City, and I'll help arrange a session to help answer questions and provide details. There is also information on our website, and some will be mailed to residents later this month.

Reminder: The St. Louis Blues organization is bringing the Stanley Cup to Joplin on Friday, October 11! The trophy will be on display on the 1st floor of City Hall from 9 a.m. to 11 a.m. on Friday, October 11. Guests are asked to please enter through the west door on the Joplin Avenue side of the building, and we'll help guide them to the display area. We will accommodate as many people as possible to view the trophy in the two-hour timeframe. Guests may have their photo taken next to it, however, the trophy cannot be picked up or moved.

The City's annual Auction is at 9 a.m. Saturday, October 12 in the Street Maintenance Barn located northwest of the Public Works Center, on West 2nd Street. Viewing of Merchandise is from 1 to 4 p.m. on Friday, October 11, and from 8 to 9 a.m. on Saturday, prior to the start of the auction.

More information about these events can be found on our website at joplinmo.com.

Comments from Council:
Mr. Monteleone thanked Mr. Stinnett and Mr. Stanley for voting their conscience on an item tonight and he would like to have further discussion on policy and vision, going forward, that would allow more dollars to stay local.

Mr. Stanley paid tribute to the area high school youths for all the recent interactions with the city.

Mayor Shaw made the following comments:
Congratulations to Joplin High School on a winning football season so far; the homecoming parade went well.

On October 2 he presented a proclamation to Freeman Health System thanking them for their six years of continued support of the Joplin Christmas parade. He noted this year's parade is Dec. 3.

On October 5 he presented a proclamation at MSSU to recognize Cliff Erwin as the 2019 KGCS-TV Outstanding TV Alumni.

On September 29 he presented proclamations to two area nuns to recognize their years of service in ministry.

Tomorrow night (October 8) he will present a proclamation to recognize the 30th anniversary of Life Choices.

Mayor Shaw extended condolences to Debby Woodin (Joplin Globe reporter) whose mother recently passed away.

There being no further business, the meeting adjourned at 8:03 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

Minutes of the Special City Council meeting
October 15, 2019

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

Roll Call: Present: Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Reid Adams, Mayor Shaw, Ryan Stanley and Phil Stinnett, 8. Also in attendance were City Attorney Peter Edwards and Interim City Manager Dan Pekarek. Absent: Taylor Brown.

Reading of the Special Call.
City Clerk Barbara Gollhofer read the Special Call:
Notice is hereby given that the Joplin City Council will hold a Special Meeting beginning at 6:00 p.m. on Tuesday, October 15, 2019 at Joplin City Hall 5th floor Council Chambers, 602 S. Main, Joplin, MO. The purpose of the Special Meeting is to conduct a closed session to review applications for the City Manager position.

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

The meeting was adjourned at 6:02 p.m.

Respectfully submitted,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-275-Rezone to Commercial District (C-3)

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 031-19: 5051 S Main Street - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of future commercial development – Gil Stevens.

BACKGROUND:
The C-3 zone that is requested by the applicant permits more intense development as well as more uses. Considering the proximity of this site to a major regional destination as well as high capacity infrastructure at the I-44 junction, the rezoning requested is not inappropriate for the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Gil Stevens, 23 Pheasant Run Drive, Joplin, MO. The owner of this property is Ron Stenger, Joplin LLC. The property to the north has a C-3 Zoning. The reason for this request is that in the event that there would be a user that would have a requirement for this zoning district. Mr. Stevens stated that currently he did not have anyone interested in this property.

PUBLIC COMMENT;
Adam Boyd, 5200 Brookwood, Joplin, Mo. Mr. Boyd owns the property to the east of this request. There is a rise that is on the other side of the hill and it drops off on the other side. With that hill and drop off we have a buffer of privacy and let an apartment building or a two-story duplex, those people will be looking down at my house and pool.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, 5 in Favor, 0 Nays, 2 Abstained.
Staff recommends approval of Case 031-19.

ATTACHMENTS
CB 2019- 275, Staff Planning Report, P&Z Commission Minutes

CB 2019-275

Case 031-19: 5051 S Main Street - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of future commercial development – Gil Stevens.

Mr. Dermott and Mr. Eastman excused themselves from this case.

Mr. Gil Stevens, 23 Pheasant Run Drive, Joplin, MO. The owner of this property is Ron Stenger, Joplin LLC. The property to the north has a C-3 Zoning. The reason for this request is that in the event that there would be a user that would have a requirement for this zoning district. Mr. Stevens stated that currently he did not have anyone interested in this property.

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

Mr. Adam Boyd, 5200 Brookwood, Joplin, Mo. Mr. Boyd owns the property to the East of this request. There is a rise that is on the other side of the hill and it drops off on the other side. With that hill and drop off, we have a buffer of privacy. If it is rezoned, and an apartment building or a two-story duplex is built, those people will be looking down at my house and pool. Consequently, if there is not a reason to rezone it at the present time, myself and my neighbor would appreciate it for the commission to hold off until it is pertinent.

Mr. Ramsour asked if any of the Commissioners had any questions for Mr. Boyd. They did not. There was no one else to speak against this proposal.

MRS. KOLKEBECK MOVED, SECONDED BY MR. MCCULLOUGH, FOR CASE 031-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, AND MR. MCCULLOUGH, VOTING "AYE". MR. DERMOTT AND MR. EASTMAN ABSTAINED. (5 IN FAVOR, 0 NAYS, 2 ABSTAINED).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 031-19 A request to rezone from C-1 PD (Neighborhood Commercial) to C-3 (Commercial) for future commercial development.

LOCATION 5051 S. Main St.

APPLICANT Gil Stevens

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1 PD	Vacant	13.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	R-1	R-1	C-1 PD/C3
Land Use	Medical Office	Single-family Residential	Single-family/Vacant	Motorcycle Sales/Vacant

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future commercial development and low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Main St.	Collector	175'

UTILITIES N/A – Utilities do not need to be extended to the property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned C-1 PD is suitable for future commercial development. The C-1 PD district does restrict commercial development's intensity and prohibits many commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. There is adequate space on the site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements.

DISCUSSION

While the C-1 PD district does allow for future commercial development, the C-3 zone that is requested by the applicant permits more intense development as well as more uses. Considering the proximity of this site to a major regional destination as well as high capacity infrastructure at the I-44 junction, the rezoning requested is not inappropriate for the area. Nearby parcels to the North and Northwest are already zoned C-3, and the rezoning of this site would be an extension along the S. Main St. corridor of commercial zoning.

While the future land use map only shows the portion of this property along S. Main St. as commercial, the pressures of development are pushing this area to transition to more commercial uses to complement the nearby regional medical center as well as users of I-44. Conflicts that may arise between uses can be mitigated through buffer requirements in the zoning code.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 031-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 7-25-19

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

For Office Use Only

Case No.: 031-19
Filing Fee: $500.00
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9/9/19

APPLICANT: Gil Stevens PHONE: 417-437-1061
ADDRESS: 619 Florida Ave Joplin, MO ZIP: 64801
OWNER: Ron Stenger Joplin, LLC PHONE:
ADDRESS: 5051 S National Bldg 5-100 Springfield, MO ZIP: 65810
LOCATION OF PROPERTY: 5051 S Main Street Joplin, MO. 64804
LEGAL DESCRIPTION: See Attached

Present Zoning C1-PD Requested Zoning: C3-PD Acreage: 13.4
Present Use of Property: Vacant Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Mercy Hospital	C3
South	Vacant Land	R-1
East	Vacant Land	R-1
West	HWY + Vacant Land	C3+R1

CHARACTER OF THE NEIGHBORHOOD: Commercial except to the East + South Property to the south only has one home the rest in acreage - small buffer to the east

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? yes
   If yes, explain: Current C1-PD does not permit the sale of liquor except consumed on property

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

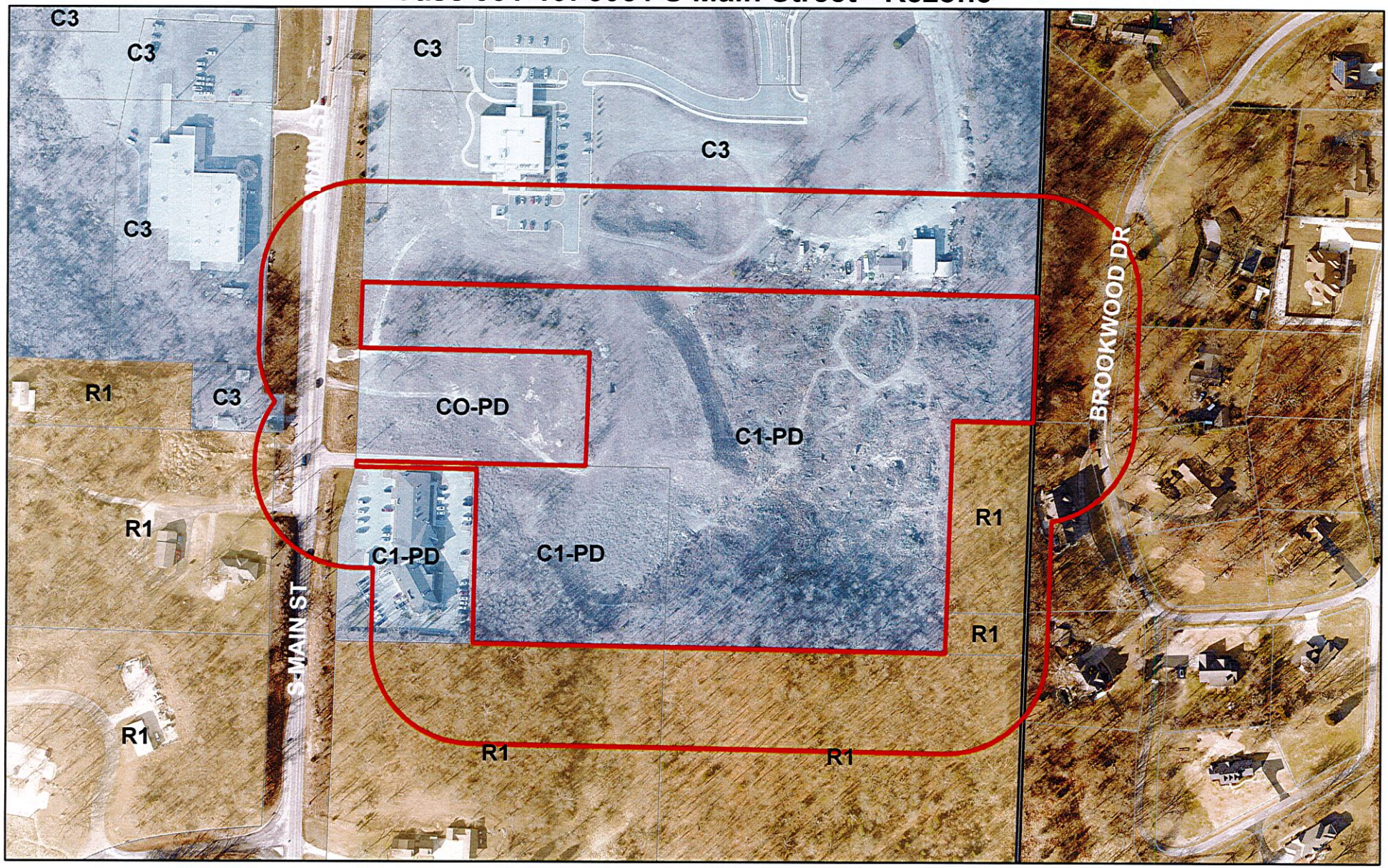
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
All Property to the North + Northwest is zoned C-3

SIGNATURE: Gilt B. Stevens DATE: 25 July 2019

BY: Giltner B. Stevens Agent for Owner

TITLE: Applicant

Case 031-19: 5051 S Main Street - Rezone



Case 031-19: 5051 S Main Street - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of future commercial development – Gil Stevens

Joplin City Limits

0 100 200 400 600 800 Feet

N

P & Z Case 031-19
Gil Stevens
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-275 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 5051 S Main Street, City of Joplin, Newton County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

All that part of the Northwest Quarter Southwest Quarter of Section 26, Township 27 North, Range 33 West, Newton County, Missouri, described as beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said section; thence North 330 feet; thence West 660 feet; thence south 330 feet to the point of beginning; except commencing at the West Quarter corner of Section 26, Township 27, Range 33; thence South along the West line of said section 1320.28 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter; thence N89°20'30"E along the South line of said Quarter 26.66 feet to the East right-of-way South Main Street and the point of beginning; thence N89°20'30"E 278.29 feet; thence 0°36'23"E 317.75 feet; thence N89°44'W 208.29 feet to said right-of-way; thence along said right-of-way S0°16'31"W 31.96 feet; thence N89°43'59"W 70.0 feet; thence S0°16'W 290.26 feet to the point of beginning. And described as all of the Northwest Quarter of the Southwest Quarter of Section 26, Township 27, Range 33, Newton County, Missouri, except a tract of land described as beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 26; thence North 330 feet; thence East 660 feet; thence South 330 feet, thence West 660 feet to the point of beginning. And except commencing at the Northwest corner of the Southwest Quarter of Section 26; thence South along the West line of the Southwest Quarter of Section 26, 788.92 feet; thence S89°44'E, 98.14 feet to the point of beginning; thence S89°44'E, 417.42 feet; thence S0°02'W, 208.71 feet; thence N89°44'W 417.42 feet to a point in the East right-of-way line of highway; thence N0°16'E along said East right-of-way line of highway 208.71 feet to the point of beginning. And except commencing at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 26; thence N89°21'E along the North line of the Northwest Quarter of the Southwest Quarter of said Section 26, 310.82 feet; thence S0°16'W 45.0 feet to the point of beginning; thence N89°21'E 1003.74 feet to the East line of the Northwest Quarter of the Southwest Quarter of said section 26; thence S615.11 feet; thence S89°21'W 1214.61 feet; thence N0°16'E 197.15 feet; thence N89°21'E 40.0 feet; thence N0°16'E 210.0 feet; thence N89°21'E 168.0 feet; thence N0°16'E 208.0 feet to the point of beginning. And except commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 26; thence N0°23'E along the East line of the Northwest Quarter of the Southwest Quarter 73.27 feet to the Southwest corner of lot 15 in Royal Oaks Subdivision the point of beginning; thence N0°23'E 350.0 feet; thence West 145.0 feet; thence S0°23'W 350.0 feet; thence East 145.0 feet to the point of beginning. And except beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of

Section 26; thence N0°23'E along the East line of the Northwest Quarter of the Southwest Quarter 73.27 feet; thence West 145.00 feet; thence S0°23'W 73.93 feet to the South line of the Northwest Quarter of the Southwest Quarter; thence N89°44'E 145.00 feet to the point of beginning. And except commencing at the Northwest corner of the Southwest Quarter of Section 26; thence N89°21'E along the North line of the Southwest Quarter of said Section 26, 102.82 feet; thence S0°16'W 45.0 feet to the point of beginning, said point being on the East right-of-way line of Missouri State Highway 86; thence South 0°16'W 418.0 feet along said highway; thence N89°21'E 40.0 feet; thence N0°16'E 210.0 feet; thence N89°21'E 168.0 feet; thence N0°16'E 208.0 feet to the South right-of-way of 50th Street; thence S89°21'W 208 feet to the point of beginning. And except any part thereof taken, deeded or used for road or highway purposes

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-276-Utility Vacation

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:

Case 032-19: Easement Vacation – A request for the vacation of approximately 320 feet of a 20-foot-wide utility easement located 2300 E 7th Street – David & Connie Box.

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

PLANNING & ZONING COMMISSION TESTIMONY:
David Box, 7387 River Road, Joplin, MO. There is an old sewer easement that is not being used and we would like to have it vacated for building purposes.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 7 in Favor, 0 Nays.
Staff recommends approval of Case 032-19.

ATTACHMENTS
CB 2019- 276, Staff Planning Report, P&Z Commission Minutes

CB 2019-276

Case 032-19: Easement Vacation – A request to vacate a utility easement located 2300 E 7th Street – David & Connie Box

David Box, 7387 River Road, Joplin, MO. There is an old sewer easement that is not being used and we would like to have it vacated for building purposes.

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

MRS. STEELE MOVED, SECONDED BY MR. EASTMAN, FOR CASE 032-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Vacation

CASE 032-19 A request for the vacation of approximately 320 feet of a 20-foot-wide utility easement.

APPLICANT David & Connie Box

REPRESENTATIVE David & Connie Box

LOCATION A utility easement running Northeast/Southwest located midblock of the 2300 block of the north side of E 8th Street.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 20' x 340'

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

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

Staff recommends approval of Case 032-19.

ENCLOSURES

- Application
- Map

RECEIVED
7-22-19

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 032-19
Filing Fee:
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

I. Applicant Name: DAVID & CONNIE BOX Phone: 1-417-437-7669

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

Address: 7387 River Rd Joplin, MO. Zip: 64804

Email: boxrentals@cableone.net

II. Type of vacation requested (check all that apply):

Street Vacation____

Alley Vacation ✓

Utility vacation ✓

Other (Please specify)_____

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

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

1. Private rights will not be injured or endangered by the vacation. None, this property has McConnell St. that Runs along the West sid with Locke Supply across the St. Patterson St that runs along the East si with Nixons Garage across the St. On the South end - 8th St. is our Apts. On the North side is a privacy fence (we own) with Charles Burt Realty behind that.

2. The vacation will not cause the public to suffer a loss or inconvenience. No, Not at all

3. In justice to the applicant(s) the vacation should be granted. This is a old easement that is not used and has no use. This vacation will allow us to best develope the property.

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

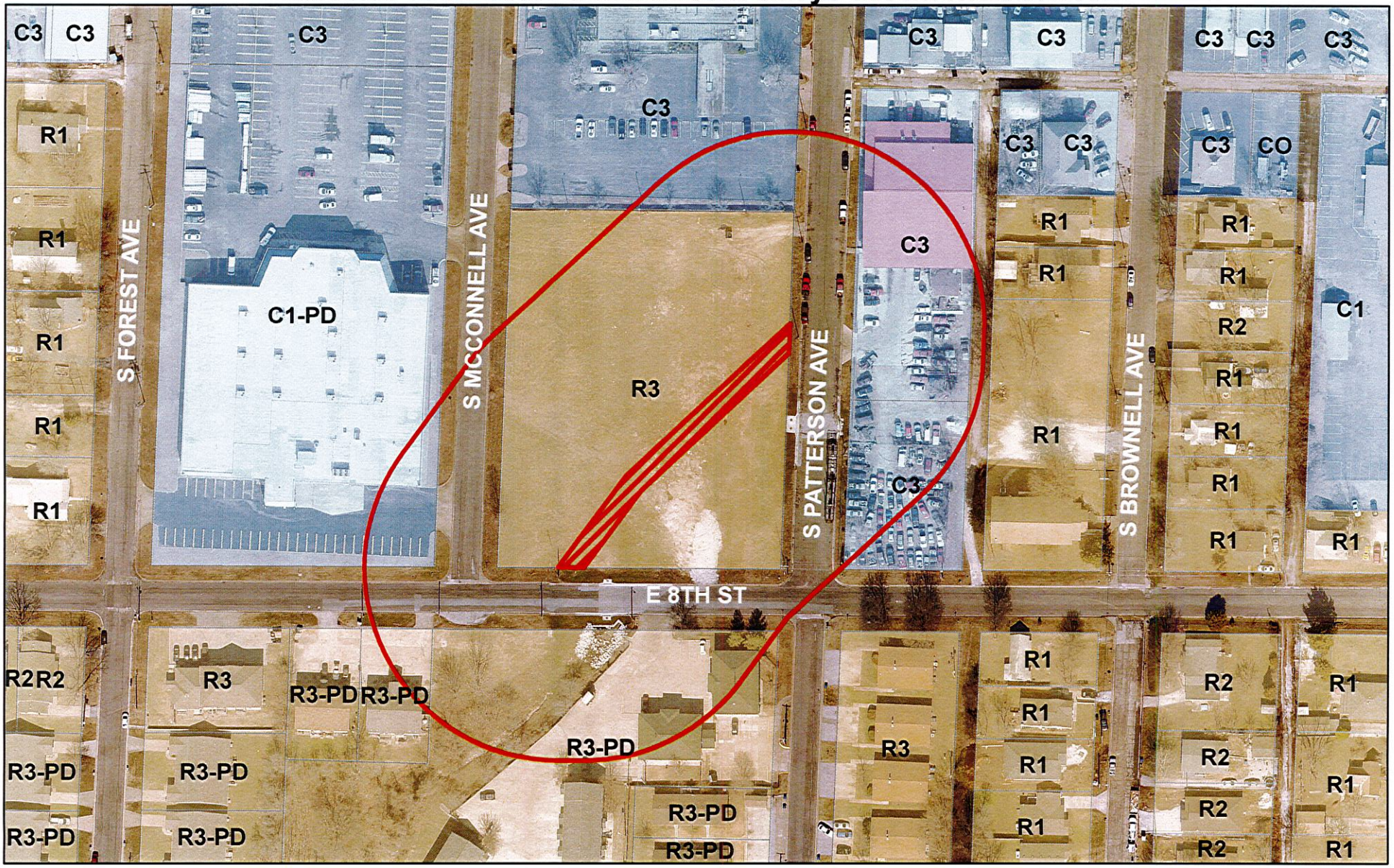
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company ✓	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company ✓	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: ~~David Box~~ Connie Box DATE: 1-23-17

BY: DAVID Box Connie Box

TITLE: Owner

Case 032-19: 2300 E 7th Street: Utility Easement Vacation



Case 032-19: 2300 E 7th Street - A request to vacate a utility easement - David & Connie Box

P & Z Case 32-19
David & Connie Box
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-276 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 320 feet of a 20-foot-wide utility easement located at 2300 E. 7th Street, Joplin, MO.

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

Section 1. To vacate approximately 320 feet of a 20-foot-wide utility easement described as:

As commencing at the Southeast corner of lot numbered 172; thence N89°44'00"W along the North line of 8th Street a distance of 186.80 feet to the point of beginning; thence N37°56'26"E a distance of 87.02 feet; thence N46°42'07"W a distance of 194.05 feet to a point on the West line of Patterson Avenue; thence N02°14'31"E along the West line of Patterson Avenue a distance of 28.55 feet; thence S46°42'07"W a distance of 215.96 feet; thence S37°56'26"W a distance of 104.00 feet to point on the North line of 8th Street; thence S89°44'00"E along the North line of 8th Street a distance of 25.27 feet to the point of beginning.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-277- Rezone to Commercial District (C-3)

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 033-19: 3010 S. Connecticut Ave. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for the purpose of future commercial development – David Sweeney

PLANNING & ZONING COMMISSION TESTIMONY:
David Sweeney, 2710 E 15th Street, Joplin, MO 64804. We own the property on Connecticut Ave. At this point there is some vacant space and we are just trying to put it in position to be more marketable. All of the adjacent properties except for the Alono Club to the West is all C-2 or C-3. In our interest it is best to bring it into alignment with the adjacent properties. Connecticut is a neighborhood in transition and the property is owned by IBC Properties LLC, we also own surrounding properties.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends Case 033-19 for approval, 7 in Favor, 0 Nays.

ATTACHMENTS
CB 2019- 277, Staff Planning Report, P&Z Commission Minutes

CB 2019-277

Case 033-19: 3010 S. Connecticut Ave. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for the purpose of future commercial development – David Sweeney

David Sweeney, 2710 E 15th Street, Joplin, MO 64804. We own the property on Connecticut Ave for over 20 years. At this point there is some vacant space and we are just trying to put it in position to be more marketable. All of the adjacent properties except for the Alono Club to the West is all C-2 or C-3. In our interest it is best to bring it into alignment with the adjacent properties. Connecticut is a neighborhood in transition and the property is owned by IBC Properties LLC, we also own surrounding properties.

Mr. Ramsour asked Commissioners if they had any questions for Dr. Sweeney? They did not, but Mr. Ramsour had a question for staff. He stated there aren't any C-O in the neighboring properties.

Mr. Troy Bolander stated that was correct.

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

MR. DERMOTT MOVED, SECONDED BY MRS. KOLKEBECK, FOR CASE 033-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 033-19 A request to rezone from C-1 (Neighborhood Commercial) to C-3 (Commercial) for future commercial development.

LOCATION 3010 S. Connecticut Ave.

APPLICANT David Sweeney

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Office	0.54 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1/C-1	C-3 PD	C-3 PD/C-2 PD	R-1
Land Use	Vacant	Office	Parking/Strip Commercial	Private Club

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future retail commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave.	Collector	80'

UTILITIES N/A – Utilities do not need to be extended to the property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned C-1 is suitable for future commercial development. The C-1 district does restrict commercial development's intensity and prohibits some commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. There is adequate space North and Southwest of the site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements. In addition, the site lies within the Connecticut Ave. Plan Development Corridor so it will be subject to higher standards of development.

DISCUSSION

While the C-1 district does allow for future commercial development, the C-3 zone that is requested by the applicant permits more intense development as well as more uses. The Connecticut Ave. corridor is in transition to accommodate more intense commercial uses, and indeed, this transition is shown in the future land use map.

The C-3 zoning requested by the applicant is not inappropriate given the close proximity of this site to the intersection of E 32nd St. and Connecticut Ave. as well as being across the street from a large office development. Any increases in traffic to the site will be adequately handled by the current capacity of the part of Connecticut Ave. on which the site has frontage, as well as the planned widening of Connecticut to the south.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 033-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 7-30-19

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

For Office Use Only

Case No.: 033-19
Filing Fee: $500.00
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

APPLICANT: David Sweeney PHONE: 417-529-3876
ADDRESS: 3010 Connecticut Joplin, MO ZIP: 64804
OWNER: IDC Properties LLC PHONE:
ADDRESS: PO Box 1427 Joplin MO ZIP: 64803
LOCATION OF PROPERTY: 3010 S. Connecticut Ave
LEGAL DESCRIPTION: See attached

Present Zoning C-1 Requested Zoning: C-3 Acreage: 0.54
Present Use of Property: office building

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	C-1
South		C-3
East	VA Clinic	C-2
West	Vacant / Manon	R-1

CHARACTER OF THE NEIGHBORHOOD: Medical / Retail

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

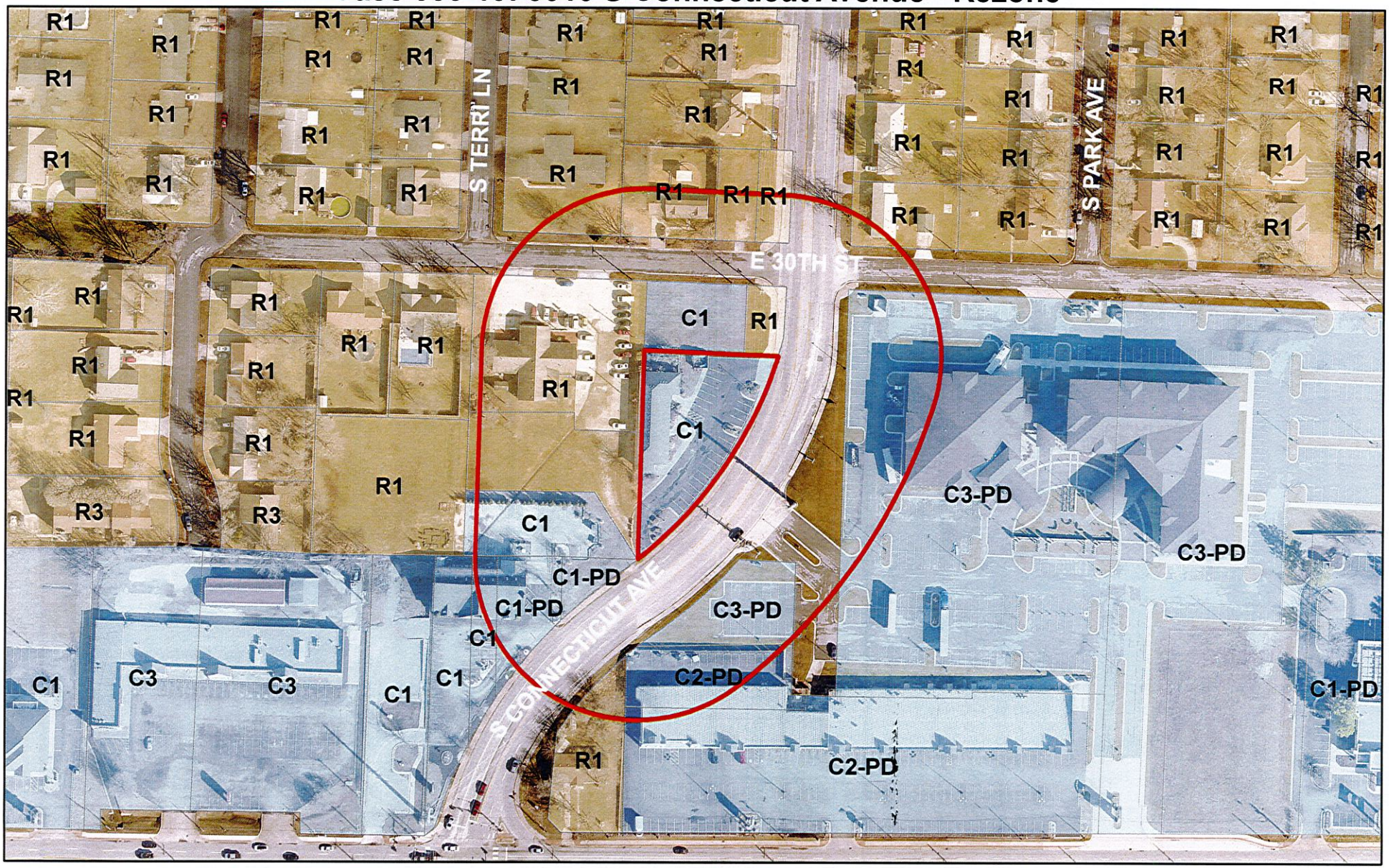
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
Location is well suited for a variety of commercial uses.

SIGNATURE: _____ DATE: 7/15/19

BY: DK Property LLC

TITLE: Manager

Case 033-19: 3010 S Connecticut Avenue - Rezone



Case 033-19: 3010 S. Connecticut Ave. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Commercial) for the purpose of future commercial development – David Sweeney

P & Z Case 033-19
David Sweeney
(P & Z Recommend Approval)

COUNCIL BILL NO. 2019-277 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 3010 S. Connecticut Ave, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

All of the South 80.0 feet of the North 160.0 feet of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri, except Connecticut Avenue Right-of-Way described as beginning at the Northeast corner of the above tract; thence N89°57'24"W along the North line of said tract, 19.86 feet; thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 84.35 feet, to the South line of said tract; thence S89°57'24"E, 46.20 feet, to the Southeast corner of said tract; thence North, 80.0 feet, to the point of beginning. And beginning 160.0 feet South of the Northeast corner of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri. Thence West 175.00 feet; thence South, 82.75 feet; thence East 175.00 feet; thence North 79.54 feet, to the point of beginning, except Connecticut Avenue Right-of-Way described as beginning at the Northeast corner of above described tract; thence N89°57'24"W along the North line of said tract, 46.20 feet; thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 94.45 feet, to the South line of said tract; thence N88°59'41"E, 94.07 feet, to the Southeast corner of said tract; thence North, 79.54 feet, to the point of beginning. And all of the South 80.0 feet of the North one-half of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri, except Connecticut Avenue Right-of-Way described as beginning at the Northeast corner of the above described tract: thence S88°59'41"W along the North line of said tract, 94.07 feet; thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 115.13 feet, to the Southwest corner of the above described tract, thence N88°59'41"E along the South line of said tract, 119.30 feet; thence Northeasterly along a curve with an intersection angle of 54°31'06" and a radius of 498.37 feet, 94.48 feet, to the East line of said tract; thence North, 4.83 feet, to the point of beginning. And except any part of the South 80.0 feet of the North one-half of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri, lying East of Connecticut Ave.,

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

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-278-Rezone to Commercial District (C-3)

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 034-19: 3220 Belle Center Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the operation of an indoor children's training swimming pool – Leslie Harrison.

BACKGROUND:
The C-3 zone that is requested by the applicant permits more intense development as well as more uses, including the indoor swimming pool facility that the applicant intends to operate. While there are few commercial uses and zoning districts in this corner of the city, this corner is in transition. Much of the current area is vacant, with some residential uses tucked away from the main thoroughfares.

PLANNING & ZONING COMMISSION TESTIMONY:
Leslie Harrison, 420 W. Kansas, Pittsburg, KS. She stated she was wanting to change the zoning so she would be able to put up a metal building to house an indoor swimming pool to teach survival training to babies and young as 6 months up to 6 years. The program will hopefully grow to children of all ages.

Mr. Ramsour asked how large the pool would be.

Ms. Harrison state it would be 18 x 33.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Staff recommends Case 034-19 for approval, 7 in Favor, 0 Nays.

ATTACHMENTS
CB 2019- 278, Staff Planning Report, P&Z Commission Minutes

CB 02019-278

Case 034-19: 3220 Belle Center Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the operation of an indoor children's training swimming pool – Leslie Harrison.

Leslie Harrison, 420 W. Kansas, Pittsburg, KS. She stated she was wanting to change the zoning so she would be able to put up a metal building to house an indoor swimming pool to teach survival training to babies and young as 6 months up to 6 years. The program will hopefully grow to children of all ages.

Mr. Ramsour asked how large the pool would be.

Ms. Harrison state it would be 18 x 33.

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

MR. EASTMAN MOVED, SECONDED BY MRS. BRUCKNER-SEARS, FOR CASE 034-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 034-19 A request to rezone from R-1 (Single-family Residential) to C-3 (Commercial) for the operation of an indoor children's training swimming pool.

LOCATION 3220 Belle Center Rd.

APPLICANT Leslie Harrison

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	2.14 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Outside City Limits	M-2	M-2	Outside City Limits
Land Use	Vacant	Vacant	Vacant	Residential

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W Belle Center Rd.	Collector	60'
N Cleveland Ave.	Local	60'

UTILITIES Sewer would need to be extended to this property at the owners expense.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned R-1 is suitable for future residential development. The R-1 district does restrict the intensity of residential development and prohibits many uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. There is adequate space on this site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements.

DISCUSSION

The R-1 district does not allow for the use for which the applicant desires. The C-3 zone that is requested by the applicant permits more intense development as well as more uses, including the indoor swimming pool facility that the applicant intends to operate. While there are few commercial uses and zoning districts in this corner of the city, this corner is in transition. Much of the current area is vacant, with some residential uses tucked away from the main thoroughfares. However, on both N Schifferdecker Ave. and Belle Center Rd., commercial and light industrial uses are beginning to develop in and out of the city limits.

The C-3 zoning requested by the applicant is not inappropriate given nearby commercial and manufacturing uses along the corridor. Any increases in traffic to the site will be adequately handled by the current capacity of Belle Center Rd. on which the site has frontage.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 034-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 8-1-14

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

For Office Use Only

Case No.: 034-19
Filing Fee: $500.00
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

APPLICANT: Leslie Harrison PHONE: 620-704-2089
ADDRESS: 420 W. Kansas Pittsburg, KS. ZIP: 66762
OWNER: PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 3220 Belle Center Road
LEGAL DESCRIPTION: waiting on seller

Present Zoning R1 Requested Zoning: C2 Acreage: 2.14
Present Use of Property: unoccupied

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	Outside
South	Vacant	M2
East	~~Residen~~ Vacant	M2
West	Residential	outside

CHARACTER OF THE NEIGHBORHOOD: mostly M2, with a few residential, the zoning is mixed. This property is surrounded by trees & outside of zoning.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   not to M2, but yes to R1
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: We will teach from 7am to 8pm & will have more than 20 students a day

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: ~~Belle Center Road~~ Belle Center Road
2. Classification of Street(s):
   Arterial_____ Collector X Local _____
3. Right-of-Way Width: 20-40 feet
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   no

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? no
2. Properly Sized Street Right-of-Way? no
3. Drainage Easements? no
4. Utility Easements:
   - Electricity? no
   - Gas? no
   - Sewers? unknown @ this time
   - Water? no
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

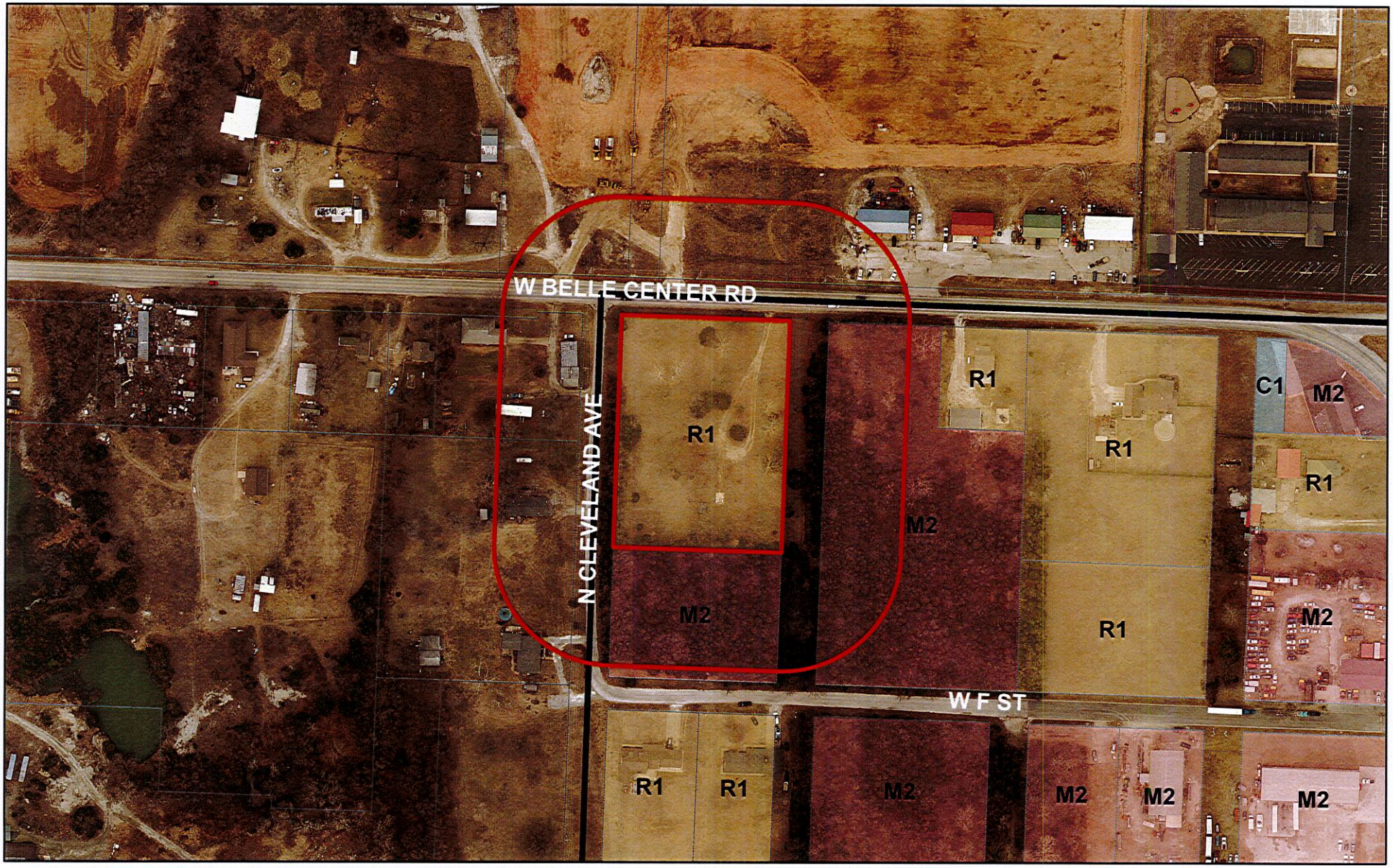
Im not exactly sure of the best fitting zone request. Plan to have aesthetics of a home, larger than daytime hours of operation, land is large enough for future home OR Rental.

SIGNATURE: Leslie Harrison DATE: 8/1/19

BY: Leslie Harrison

TITLE: purchaser

Case 034-19: 3220 Belle Center Road - Rezone



Case 034-19: 3220 Belle Center Road - A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the operation of an indoor children's training swimming pool – Leslie Harrison

Joplin City Limits

0 100 200 400 600 800 Feet

N

P & Z Case 034-19
Leslie Harrison
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 3220 Belle Center Rd., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

All of a tract of land beginning at the Northeast corner of parcel 7, miscellaneous lot 1 in the Northeast Quarter, Northeast Quarter of Section 5, Township 27, Range 33, in the City of Joplin. Thence South 330 feet, West 279.68 feet, North 330 feet, East to the point of beginning.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-279-Utility Vacation

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 035-19: Easement Vacation – A request to vacate a sewer utility easement located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. -Ledford Construction & Development.

BACKGROUND:

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

PLANNING & ZONING COMMISSION TESTIMONY:
James Ledford, 4121 S Jackson Ave, Joplin, MO. They are trying to vacate this piece of property. This is a 1906 problem that they are trying to fix. We would like to get rid of that one and you will see the other easement on there was because in 1906 they vacated the south half of that alleyway and they ended up putting in a 10-foot easement from east to west as access.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 7 in Favor, 0 Nays.
Staff recommends approval of Case 035-19.

ATTACHMENTS
CB 2019- 279, Staff Planning Report, P&Z Commission Minutes

CB 2019-279

Case 035-19: Easement Vacation – A request to vacate a sewer utility easement located approximately 120 ft. West and 125 ft. West of the intersection of E. 19th Street and S. Kentucky Ave. - Ledford Construction & Development.

James Ledford, 4121 S Jackson Ave, Joplin, MO. They are trying to vacate this piece of property. This is a 1906 problem that they are trying to fix. We would like to get rid of that one and you will see the other easement on there was because in 1906 they vacated the south half of that alleyway and they ended up putting in a 10-foot easement from east to west as access. The 10-foot access does not work anymore.

Mr. Ramsour mentioned there are houses in that development.

Mr. Ledford stated there was. The sewer has been moved.

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

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE, FOR CASE 035-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Vacation

CASE 035-19 A request for the vacation of approximately 110 feet of a 12-foot-wide utility easement.

APPLICANT Ledford Construction & Development

REPRESENTATIVE James Ledford

LOCATION A utility easement running North/South located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Sewer Utility Easement	Approximately 110' x 12'

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

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

Staff recommends approval of Case 035-19.

ENCLOSURES

- Application
- Map

RECEIVED
8-9-19

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 035-19
Filing Fee: $
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

I. Applicant Name: LEDFORD CONST & DEV. Phone: 417-437-2583

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

Address: 2806 ARIZONA Suite C Zip: 64804

Email: jamesledford72@me.com

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation_____

~~Utility vacation~~ X

Other (Please specify) ~~Specialty~~ specifically JOPLIN South Sewer Dist #23

III. Legal Description of area requested to be vacated: right-of-way giving permission for DISTRICT Sewer to be lay ACROSS LOTS 80, 81, 82, 83 in Mitchell's Second

~~A STRIP OF LAND 10' WIDE OFF OF THE NORTH SIDES OF LOT 83, and 108 IN MITCHELL'S SECOND~~

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

1. Private rights will not be injured or endangered by the vacation. _____

_____

_____

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

_____

_____

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

_____

_____

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

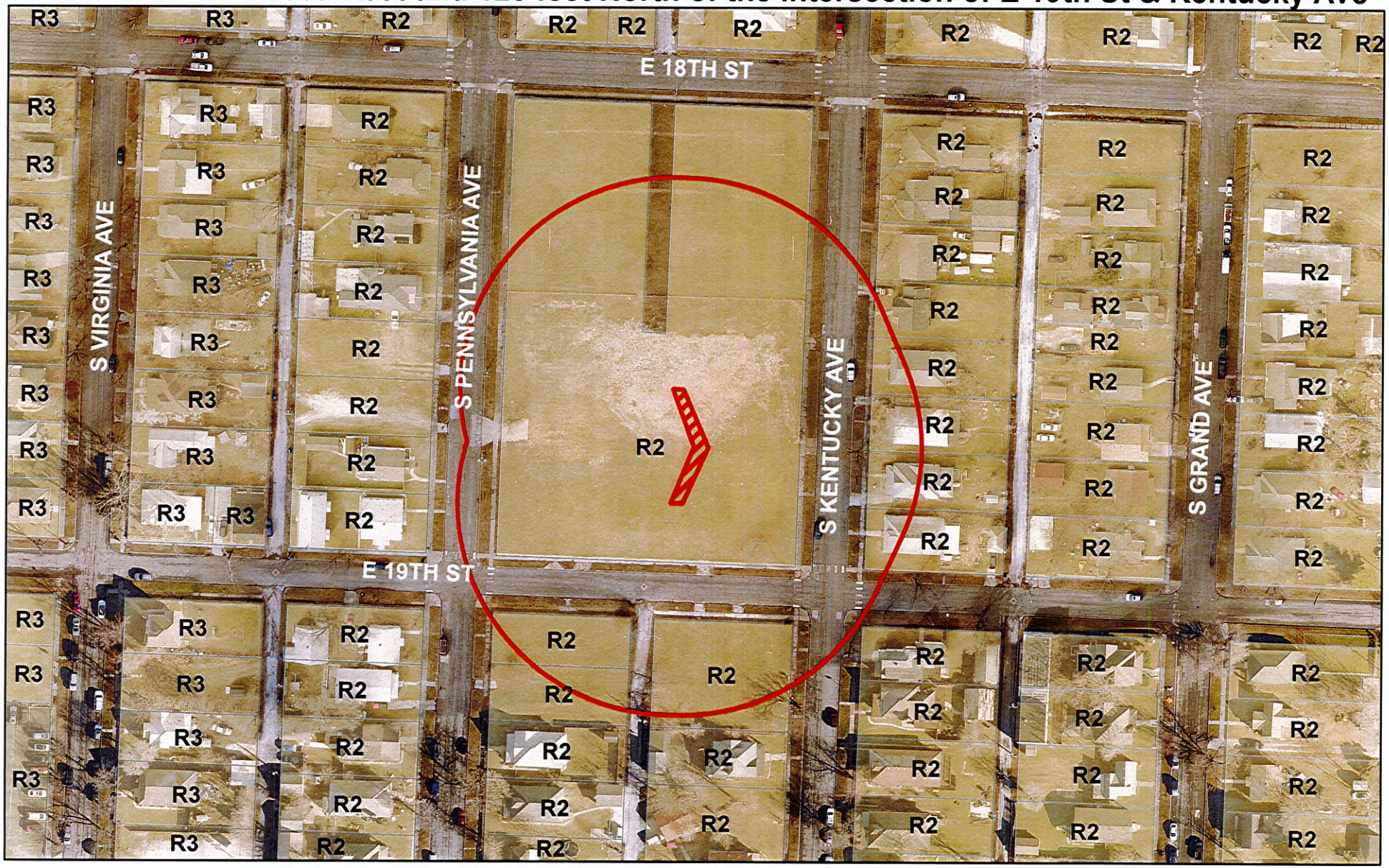
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: _____ DATE: 8-9-19

BY: _____

TITLE: _____

Case 035-19: 120 feet West and 125 feet North of the intersection of E 19th St & Kentucky Ave



Case 035-19: Easement Vacation – A request to vacate a sewer utility easement locatedapproximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. - Ledford Construction & Development.

P & Z Case 035-19
Ledford Construction & Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-279 ORDINANCE NO.

AN ORDINANCE providing to vacate a sewer utility easement approximately 120 feet West and 124 feet North of the intersection of E. 19th Street and S. Kentucky Ave

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

Section 1. To vacate approximately 120 feet West and 124 feet North of the intersection of E. 19th Street and S. Kentucky Ave. described as:

As across lots 80, 81, 82, and 83 in Mitchell's Second Addition to the City of Joplin.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-280-Utility Vacation

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 036-19: Easement Vacation – A request to vacate an alley easement located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. -Ledford Construction & Development.

BACKGROUND:

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

PLANNING & ZONING COMMISSION TESTIMONY:
James Ledford, 4121 S Jackson Ave, Joplin, MO. We would like to reinstall the alley easement from North to South all the way through.

Mr. Bolander gave a little history on this property. He stated that the school use to sit on this property, that is why some of the property was vacated and you have all the different easements. Originally, this lot was platted like the lots surrounding this property. This was platted as a single family residential before the school was built on it. The North/South Alleyway will be extended back out and be re-dedicated. It will go all the way through from 18th Street to 19th Street.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 7 in Favor, 0 Nays.
Staff recommends approval of Case 036-19.

ATTACHMENTS
CB 2019- 280, Staff Planning Report, P&Z Commission Minutes

CB 2019-280

Case 036-19: Easement Vacation – A request to vacate an alley easement located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. -Ledford Construction & Development.

James Ledford, 4121 S Jackson Ave, Joplin, MO. We would like to reinstall the alley easement from North to South all the way through.

Mr. Bolander gave a little history on this property. He stated that the school use to sit on this property, that is why some of the property was vacated and you have all the different easements. Originally, this lot was platted like the lots surrounding this property. This was platted as a single family residential before the school was built on it.

Mr. Ramsour stated he understood what Mr. Bolander was stated but the request reads that you want to vacate it and Mr. Ledford wants to reintroduce it.

Mr. Bolander stated that the North/South Alleyway will be extended back out and be re-dedicated. It will go all the way through from 18th Street to 19th Street.

Mr. Ledford stated the property is zoned R-2 but we are going to build single family homes on it to be consistent with the neighborhood.

Mr. Ramsour asked if there were any other questions from the Commissioners? There were not. Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MRS. KOLKEBECK, FOR CASE 036-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Vacation

CASE 036-19 A request for the vacation of approximately 260 feet of a 10-foot-wide alley easement.

APPLICANT Ledford Construction & Development

REPRESENTATIVE James Ledford

LOCATION A utility easement running East/West located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley Easement	Approximately 10' x 260'

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

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

Staff recommends approval of Case 036-19.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 036-19
Filing Fee: $
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

I. Applicant Name: Ledford Const. + Dev. Phone: 417-437-2583

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

Address: 2806 Arizona Ste. C Zip: 64804

Email: jamesledford72@me.com

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation X

Utility vacation_____

Other (Please specify)_____

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

Attached.

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

1. Private rights will not be injured or endangered by the vacation. _____

_____

_____

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

_____

_____

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

_____

_____

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

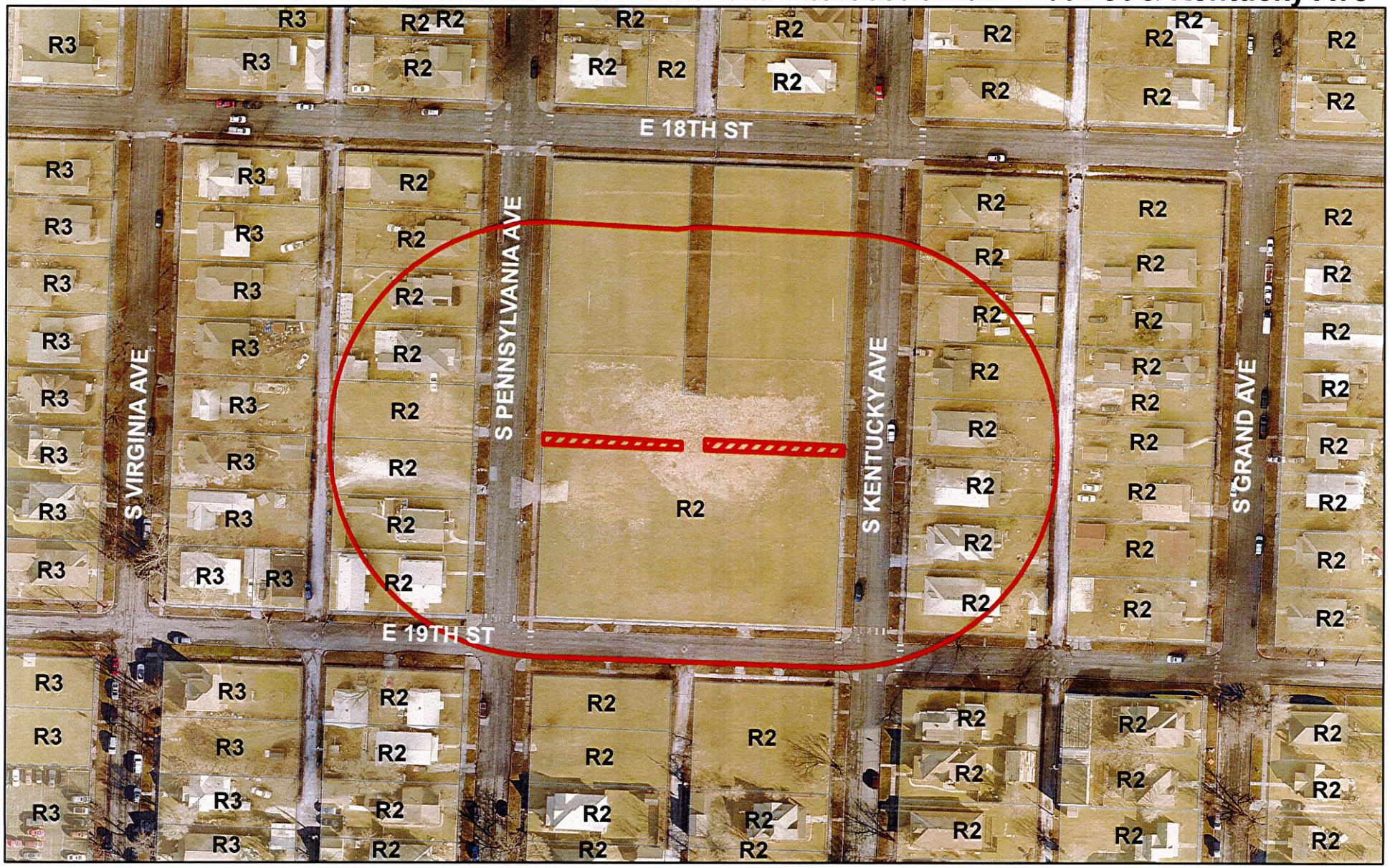
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: _____ DATE: _____

BY: _____

TITLE: _____

Case 036-19: 160 feet West and 180 feet North of the intersection of E 19th St & Kentucky Ave



Case 036-19: Easement Vacation – A request to vacate an alley easement located approximately 160 ft. West and 180 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. - Ledford Construction & Development.

0 50 100 200 300 400 Feet

N

P & Z Case 036-19
Ledford Construction & Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-280 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley easement located approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave.

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

Section 1. The alley easement located 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave. described as:

> "A strip of land 10 feet wide off the North side of lots 83 and 108 in Mitchell's Second Addition to the City of Joplin", is hereby vacated.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTION NO. 2019-010

A RESOLUTION in support of Jasper County, Missouri joining Freedom's Frontier National Heritage Area, Inc.

WHEREAS, Freedom's Frontier National Heritage Area tells the stories of the settlement of the frontier, the border and Civil Wars on the western frontier, and the enduring struggle for freedom; and.

WHEREAS, Congress established Freedom's Frontier National Heritage Area in 2006 to make the nationally significant stories of this region better known to its citizens and the nation as a whole; and

WHEREAS, Freedom's Frontier National Heritage Area is one of 55 national heritage areas designed to create a unique public-private partnership to support the telling of nationally significant stories; and

WHEREAS, Freedom's Frontier National Heritage Area covers 41 counties, 3,000,000 people, and nearly 30,000 square miles of land that share this story; and

WHEREAS, more than 265 museums, historic sites, and economic development organizations exist within the Freedom's Frontier National Heritage Area; and

WHEREAS, Jasper County shares in these stories, but was not included in the original boundary of Freedom's Frontier National Heritage Area; and

WHEREAS, Jasper County and many of its historic sites, museums, and organizations would benefit through a partnership with Freedom's Frontier National Heritage Area.

NOW, THEREFORE, BE IT RESOLVED, that Joplin City Council, Joplin, Missouri hereby urges the U.S. Congress to reauthorize Freedom's Frontier National Heritage Area through HR 1049, provide it robust funding for its partner programs, and include Jasper County in the boundary of the heritage area.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2019-011 – Approving a board appointment to the Northpark Lane Community Improvement District (CID)

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2019-011; Appointment Request from Developer

REVIEWED BY
Department Head: Leslie Haase; Planning, Development and Neighborhood Services Director: Troy Bolander; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Resolution approves a request of the Northpark Lane Community Improvement District (the "CID") and Northpark Mall/Joplin, LLC (the "Developer") to approve the appointment of a new director to the Board of Directors of the CID.

BACKGROUND
Ordinance No. 2014-90 established the Northpark Lane CID and approved the CID petition. As outlined in the terms of the petition, the Board of Directors of the CID are appointed by the Mayor with the consent of the City Council. The Developer requests the appointment of Karla Engel as a member of the Board of Directors of the CID for a four-year term commencing upon the approval of this resolution.

FUNDING SOURCE
This item is not applicable for board appointments.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2019-011

A RESOLUTION approving a request of the appointment of a member of the Board of Directors of the Northpark Lane Community Improvement District.

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

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to City Ordinance No. 2014-90 on or about June 16, 2014 (the "2014 Ordinance"); and,

WHEREAS, pursuant to the 2014 Ordinance, the Board of Directors of the District is to be appointed by the Mayor with the consent of the City Council; and,

WHEREAS, Northpark Mall/Joplin, LLC (the "Developer") has requested the appointment of Karla Engel to the Board of Directors of the District (the "2019 Appointment"); and,

WHEREAS, the City wishes to approve the 2019 Appointment.

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

Section 1. The 2019 Appointment of Karla Engel to serve as a member of the Board of Directors of the District is hereby approved.

Section 2. The term of Karla Engel's office on the Board of Directors of the District shall be four years from the date of approval of this Resolution.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 21st day of October 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

HUSCH BLACKWELL

Matthew Ahlers
Attorney

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.345.6624
Fax: 314.480.1505
matthew.ahlers@huschblackwell.com

September 30, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Mayor Gary Shaw
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

Re: Northpark Lane Community Improvement District – Board of Directors

Dear Mayor Shaw:

This undersigned represents CBL Properties, which is the owner of the property commonly known as Northpark Mall (the "Property") in the City of Joplin. The Property is contained within the Northpark Lane Community Improvement District (the "District"), a political subdivision created pursuant to the Missouri Community Improvement District Act, Section 67.1401 to 67.1571, RSMo. (the "CID Act").

The District is governed by a Board of Directors (the "Board") appointed by you, with the consent of the City Council. Certain Directors on the Board have terms that are expiring or have otherwise become ineligible to continue as directors of the Board. The CID Act provides that, in the event of a vacancy, "[s]uccessor directors shall be appointed in the same manner as the initial directors and shall serve for a term of years specified by the district prior to the appointment." Per the Petition to Establish the District (the "Petition"), the initial Directors were "appointed by the City" and "the term of office for all successor directors shall be four (4) years, as permitted by the [CID] Act."

Pursuant to the provisions of the CID Act and the Petition, we now submit the following slate for your consideration, approval, and submission of the same to the City Council, and we request your assistance in obtaining a City Council resolution appointing the proposed successor directors.

> Karla Engel to be appointed as a director to the Board of Directors of the District with term expiring four (4) years from the date of nomination. Contact information for the proposed appointment is karla.engel@cblproperties.com. Karla Engel is a legally authorized representative of CBL Properties, an owner of real property within the District.

Thank you in advance for your time, consideration and cooperation If you need further information, please do not hesitate to contact me at (314) 480-1500.

Sincerely,

Matthew Ahlers

cc: Leslie Haase, via e-mail

BID TABULATION

PROJECT: Surface Project 4002

DATE OF BID OPENING: October 9 , 2019

CONTRACTOR	BID
Branco Enterprises, Inc.	1,976,735.00
D&E Plumbing & Heating	1,992,015.00
Bennett, Inc.	2,164,600.00
Emery Sapp & Sons	2,173,625.11
Hunter Chase & Associates	2,270,190.00
Engineer's Estimate	**$1,896,620.00**

COUNCIL BILL NO. 2019-155 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Branco Enterprises, Inc. in the amount of One Million Nine Hundred Seventy-Six Thousand Seven Hundred Thirty-Five and 00/100 dollars ($1,976,735.00) for the construction of Surface Project 4002, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with Branco Enterprises, Inc. in the amount of One Million Nine Hundred Seventy-Six Thousand Seven Hundred Thirty-Five and 00/100 dollars ($1,976,735.00) for the construction of Surface Project 4002.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

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

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2019-155

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-155 Construction Agreement between City of Joplin and Branco Enterprises, Inc. for construction of Surface Project 4002

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Agreement; Council Bill 2019-155, Bid Tabulation, Location Map

REVIEWED BY
Dept. Head: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Branco Enterprises, Inc. in the amount of One Million Nine Hundred Seventy-Six Thousand Seven Hundred Thirty-Five and 00/100 dollars ($1,976,735.00) for the construction of Surface Project 4002.

BACKGROUND
In June 2018, City Council approved a contract with Olsson Associates dba Joplin Joint Engineering Team (JET) for the design, survey, bidding and construction phase services of three additional surface projects as a result of previous CDBG-DR project cost savings. Surface Project 4002 is one of these three projects, and includes the replacement of damaged sidewalks, curbs & gutters, ADA ramps and street pavement. The area for Surface Project 4002 in general is from Maiden Lane to Jackson Avenue and 20th Street to 22nd Street. In accordance with the City of Joplin's procurement policies, a Request for Proposal for construction of Surface Project 4002 was advertised in the Joplin Globe on September 15, 2019, and bids were received by the City on October 9, 2019. Five proposals were received, with Branco Enterprises, Inc. selected as the lowest, most responsive bidder. The low bid was within 5% of the engineers estimate. Work will begin after the contract is approved and signed, and is to be substantially complete by May 18, 2020, with the final completion date set at June 19, 2020.

FUNDING SOURCE
These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of Council Bill 2019-155, an agreement with Branco Enterprises, Inc. in the amount of One Million Nine Hundred Seventy-Six Thousand Seven Hundred Thirty-Five and 00/100 dollars ($1,976,735.00) for construction of Surface Project 4002 on an emergency basis, per 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.

AGREEMENT

CITY OF JOPLIN AND BRANCO ENTERPRISES, INC.

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

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

SURFACE PROJECT 4002, JOPLIN
20TH STREET TO 22ND STREET FROM MAIDEN LANE TO JACKSON AVENUE
CDBG-DR GRANTS
No. B-12-MT-29-0001 & No. B-13-MS-29-0001

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 by June 19, 2020.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** 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.

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at

a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

   As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred and Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred and Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Sixty Five Thousand Three Hundred and Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

f. **Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with

whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

5. **Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $1,976,735.00 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.

6. **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 this project:

    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.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 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.

6.2 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.

7. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. **Contractor's Responsibility for Subcontractors**.

   a. 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.

   b. 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.

   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **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.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **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, Contractor (or surety) shall be liable to the City in the amount of Two Thousand, Eight Hundred Dollars ($2,800.00) 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.

14. **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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports

prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, 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.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days 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.

17. **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.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. **Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **Architectural Barriers.** This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. **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.

23. **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.

24. **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
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Contractor Past Performance Questionnaire
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

    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 $1,976,735.00 dollars, said amount being subject to any approved addenda or change order.

25. **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.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

    c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor 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.

    a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project 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.

31. **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.

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. Anti-Kickback Rules. The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, 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 discrimination 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

35. 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.

36. **Notices**. All notices required or permitted herein under 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.

37. **Statement that Project is Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. **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 final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

    a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. **Federal Labor Standards Provisions.** The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. **Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

    Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

g. In the event of the Contractor’s noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

42. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

50. 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.

51. 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.

52. City of Joplin Conflict of Interest.

a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, 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.

b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. 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.

54. **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.

55. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. **Reporting Requirements.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. **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.

58. **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.

59. **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.

    a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

60. **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.

61. **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.

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

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

CONTRACTOR: Branco Enterprises, Inc.
12033 E. Highway 86
Neosho, Mo. 64850

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.

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

By: _____

_____
Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

_____
Troy Bolander, Director of Planning, Development
& Neighborhood Services



JOPLIN, MO
STRONGER, SAFER, SMARTER
JET
JOINT ENGINEERING TEAM

NOT TO SCALE

PROJECT NO:	018-1921
DRAWN BY:	SMK
DATE:	10/09/19

CDBG Surface Project 4002
Project Area

OLSSON - CIVIL ENGINEERING
MISSOURI CERTIFICATE OF AUTHORITY #001592

olsson

702 S. Main Street
Joplin, MO 64801
TEL 417.781.0643
FAX 417.781.4714

EXHIBIT

2

CLOSING DATE:	4-Oct-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	1907 W. Perkins St

COMPANY	BIDS
B & D Yardbuilders	No Bid
Big John's Heavy Equipment	No Bid
Black Foot Dirt Works	No Bid
Camcor	No Bid
Gator	$4,189.00
Nelson's Enterprises	No Bid


COUNCIL BILL 2019-372
1907 Perkins St.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 372, Building Regulations

MEETING DATE
October 21, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Dan Pekarek.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 1907 W. Perkins St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 1, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 20, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on October 4, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$4,189.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $4,189.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 372, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 372 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 1907 W. Perkins St. in the City of Joplin, Missouri, for Four Thousand One Hundred Eighty Nine and 00/100 Dollars ($4,189.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Four Thousand One Hundred Eighty-nine and 00/100 Dollars ($4,189.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1907 W. Perkins St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1907 W. Perkins St. and legally described as:

ALL OF LOTS NUMBERD TWENTY-ONE (21) AND TWENTY-TWO (22) OF FIRST JOPLIN CORPORATION'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 03/17 (BG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds

under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use

the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION:

(A) The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(B) The Commission will receive reimbursement from the Grantee for computer work performed by the Commission for the urbanized area as authorized by the Grantee. This should in no way restrict the Grantee from utilizing other computer services available elsewhere.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2019, and extend to October 31, 2020. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of

paragraph (9) up to the maximum amount of $651,532 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's chief engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project.

Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall

be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in

this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission’s chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to

nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or

procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency (hereinafter, “EPA”) Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA under authority of 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR

Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased and written approval is obtained from the Commission's chief engineer or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require an amended scope of services between the Commission and the Grantee.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(34) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local,

state and federal laws and regulations relating to the performance of the Agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 89,147	$ -	$ 22,287	$ 111,434
Short Range Transportation Planning	$ 40,405	$ -	$ 10,101	$ 50,506
Long Range Transportation Planning	$ 122,937	$ -	$ 30,734	$ 153,671
Transit Planning	$ -	$ 66,171	$ 16,543	$ 82,713
Geographic Information Systems	$ 29,043	$ -	$ 7,261	$ 36,303
ADA Inventory	$ 364,000	$ -	$ 91,000	$ 455,000
Survey Equipment	$ 6,000	$ -	$ 34,000	$ 40,000
Total	$ 651,532	$ 66,171	$ 211,926	$ 929,629

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 651,532
5307 Funds	$ 66,171
Local Match	$ 211,926
Total Funds Allocated	$ 929,629

CPG Balance Tracking

FY 2019	
CPG balance on 10/31/18	$ 904,310
FY 2019 CPG allocation	$ 191,521
FY 2019 CPG funds expended on 7/30/19	$ (11,338)
FY 2019 CPG funds to be expended	$ (175,000)
FY 2020	
Estimated FY 2020 Allocation	$ 191,521
CPG Funds Available for FY 2020	$ 1,101,014
Programmed CPG Funds for FY 2020 UPWP	$ 651,532
Remaining Unprogrammed Balance	$ 449,482

The total amount of the CPG and FTA Section 5307 budgeted for FY 2020 is estimated at $651,532 and $66,171. JATSO is budgeting $211,926 in local match for planning tasks in FY 2020, resulting in an overall program budget of $929,629. JATSO has approximately $624,482.48 of un-programmed CPG funds. JATSO has been working to identify program areas that could benefit from the utilization of CPG funding in order to spend down the current balance, including utilizing CPG funds for the salaries of those who do transportation planning work but had not been previously billing to the MPO. All current needs related to CPG funding have been identified and implemented in the FY 2020 UPWP. Projects will continue to be identified in the future. The available local match funds from jurisdictions within the MPO have been programmed into the UPWP.

October 8, 2019

Ms. Eva Voss
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102

Dear Ms. Voss:

The Joplin Area Transportation Study Organization (JATSO) respectfully requests the approval of the Fiscal Year 2020 Unified Planning Work Program (UPWP) approved by the JATSO Policy Board at its meeting on September 26, 2019. This UPWP includes seven overall tasks. Public comment was taken in accordance with federal law and JATSO's Public Involvement Plan. No public comments were submitted. The UPWP was approved by the JATSO Policy Board at a public meeting on September 26, 2019.

The following members voted in favor of approving the Fiscal Year 2020 UPWP:

- David Hertzberg – City of Joplin, Public Works Director
- Troy Bolander – City of Joplin, Planning/Community Development Director
- Robert Lolley – City of Joplin, MAPS Director (transit)
- Steve Stockam – City of Joplin, Airport Director
- Carl Francis – City of Webb City, Interim City Administrator
- Jill Cornett – Harry S. Truman Coordinating Council, Director
- Dan Johnson – City of Joplin, Assistant Public Works Director
- Dave Taylor – MoDOT, SW District Engineer
- Frank Miller – MoDOT Southwest District, Planner

The following members were unable vote on October 16th:

- Steve Lawver – Carl Junction City Administrator
- Jasper County Commissioner
- Newton County Commissioner

Sincerely,

Keegan Stanton
Joplin Area Transportation Study Organization
City of Joplin, Missouri

Joplin Area Transportation Study Organization

Fiscal Year 2020 Unified Planning Work Program

Approved by the JATSO Policy Board on September 26th, 2019.

602 South Main Street

Joplin, Missouri 64801

(417) 624-0820

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Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP).

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century (MAP-21), and the Fixing America's Surface Transportation Act (FAST Act).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code.

The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated area on the JATSO Policy Board.

The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from three sources: FHWA, FTA and the City of Joplin. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation
10. Enhance travel and tourism

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. In implementing MAP-21 and the FAST Act, state Departments of Transportation (DOTs), MPOs and providers of public transportation must:

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets
- develop performance-based plans implement a performance-based approach to planning and programming

Eligible Items

There are multiple activities that are considered eligible for transportation planning funds. These include street inventories, map preparation, aerial photography and photogrammetry, traffic volume studies, land use studies, and other studies that support the transportation planning process. Other eligible activities include systems development and project planning, economic and fiscal studies related to streets, project evaluation studies, and compilation of reference statistics.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2017 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PIP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various work products.

A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan and Limited English Proficiency Plan can be found on the City of Joplin website at this link: https://www.joplinmo.org/922/Plans-and-Publications.

FY 2020 Program Goals

The annual transportation planning program begins on November 1, 2019 and continues through October 31, 2020. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2020, JATSO's goals are:

1. Improve metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT. (Short-Range Transportation Planning and Programming; Program Support and Administration; Transit Planning;)
2. Increase public and public agency participation in the JATSO transportation planning process. (Short-Range Transportation Planning and Programming; Program Support and Administration; Geographic Information Systems; Transit Planning; Programs, Hardware, and Software; Initiate MTP Update)
3. Update the 2020-2023 TIP as needed (Short-Range Transportation Planning and Programming)
4. Improve the operational and technical capacity of the JATSO metropolitan transportation planning process. (Short-Range Transportation Planning and Programming; Program Support and Administration; Geographic Information Systems; Transit Planning; Programs, Hardware, and Software; Initiate MTP Update)

FY 2020 Tasks

Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the MPA, develop and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2019 Work Items Completed

- Amended FY 2019 UPWP as needed
- Submitted quarterly invoices to MoDOT
- Developed the FY 2020 UPWP
- Conducted four public meetings
- Created and provided informational handouts at all public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Prepared and transmitted quarterly progress reports to MoDOT
- Participated in the Feb. 2019 Statewide Planning Partner meeting
- Maintained and update prioritized list of needs in the JATSO area as needed
- Continue update of JATSO's website with new information and amendments
- Improve metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT.

FY 2020 Work Items

- Develop the FY 2021 UPWP
- Make any necessary amendments to the FY 2020 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports to MoDOT
- Participate in MoDOT's district and statewide planning partner activities

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2020 End Products

- FY 2021 UPWP
- Any necessary amendments to the FY 2020 UPWP
- Four (4) quarterly progress reports submitted to MoDOT

Schedule for Completion

This work is ongoing.

Budget

Federal Share (80%): $89,147 Local Share (20%): $22,287 Total: $111,434

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan.

Status

The JATSO FY 2020-2023 TIP was developed throughout the final quarter of FY 2019. The TIP will be modified throughout FY 2020 as needed by the completion of JATSO TIP amendments and/or administrative modifications.

FY 2019 Work Items Completed

- Staff maintained and monitored the projects in the JATSO FY 2018-2021 TIP
- Staff updated the 2018-2021 TIP as needed
- Executed the JATSO/MoDOT annual self-certification document and facilitated its review and approval by the JATSO Policy Board and the ONE DOT.
- Prepared the FY 2018 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Performance management regarding MoDOT safety and transit target measures
- Incorporate target measures into the TIP and MTP as needed

FY 2020 Work Items

- Administration
    - Complete TIP amendments and modifications as needed to 2020-2023TIP
    - Prepare the FY 2020 Annual Listing of Obligated Projects
    - Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
    - Performance management regarding MoDOT safety and transit target measures
    - Incorporate performance measures and targets into the TIP and MTP as needed
    - Plan and coordinate projects that support JATSO transportation infrastructure
- Outreach
    - Conduct Public Meetings

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2020 End Products

- JATSO FY 2020-2023 TIP amendments and administrative modifications
- FY 2019 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2019 through October 31, 2020.

Budget

Federal Share (80%): $40,405 Local Share (20%): $10,101 Total: $50,506

Task 3 – Long Range Transportation Planning

Objective

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan. The MTP must be updated every five years according to federal requirements. JATSO's MTP will be updated and adopted in FY 2020.

Status

Procurement for the consultant helping JATSO update the MTP began in the 4th quarter of FY 2019. The MTP update will begin after November 1, 2019.

FY 2019 Work Items Completed

- Issued RFP for consultant services to help with MTP update
- Formed selection committee to choose consultant
- Approved contract for consultant services

FY 2020 Work Items

- Initial research, public involvement, and drafting of the 2040 MTP
- First draft of MTP submitted to MoDOT and ONEDOT
- Final draft approved by JATSO Policy Board

Public Participation

JATSO will work with the consultant to develop a public engagement strategy that meets federal requirements and JATSO's Public Participation Plan.

FY 2020 End Products

- Draft 2040 MTP
- Final 2040 MTP

Schedule for Completion

- August 3, 2020
    - JATSO and consultant submit first draft of 2040 MTP to TP and SW District and ONE DOT for review and comment.
- August 31 – September 13, 2020
    - Draft MTP is posted for public comment.
- September 17, 2020
    - Final draft of the 2040 MTP is presented to the JATSO Policy Board for approval. After Board approval, a copy is sent to MoDOT and ONE DOT for informational purposes only.

Budget

Federal Share (80%): $122,937 Local Share (20%): $30,734 Total: $153,671

Task 4 – Transit Planning

Objective

The Transit Coordinator will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. The Transit Coordinator will conduct long and short-range transit planning responsibilities.

Status

The Transit Coordinator continues with program support and administration.

FY 2019 Work Items Completed

- Transit Coordinator monitored the MAPS and collected data and information.
- Transit Coordinator monitored the Sunshine Lamp Trolley system.
- Transit Coordinator planned for the development of a transfer station and updated trolley routes.

FY 2020 Work Items

- Administration – 100%
    - The Transit Coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies.
    - The Transit Coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities.
    - The Transit Coordinator monitors and analyzes Sunshine Lamp Trolley system.
    - Review transit targets and update TAMP plan if necessary.

Public Participation

FY 2020 End Products

- The Transit coordinator carries out the daily operations of MAPS.
- The Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2019 through October 31, 2020.

Budget

Federal Share (80%): $66,171 Local Share (20%): $16,543 Total: $82,713

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local governments and agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into GIS databases as it becomes available.

FY 2019 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- TransCAD software license renewed through ESRI

FY 2020 Work Items

- Administration – 60%
    - Maintain and update GIS layers used by JATSO, the Metro Area Public Transit System (MAPS), the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee – 25%
- Maintaining the GIS website – 15%

FY 2020 End Products

- Maintain GIS layers
- Update street, subdivision, zoning, and property ownership layers.
- Update aerial photography and contour, flood plain, census, environmental and traffic count layers as needed.
- Update data and maps to reflect change in transit/multi-modal facilities
- Update ArcMap software license through ESRI – $15,326
- Update TransCAD software license through ESRI – $2,400

Schedule for Completion

Activities will be on-going from November 1, 2019 through October 31, 2020.

Budget

Federal Share (80%): $29,043 Local Share (20%): $7,261 Total: $36,303

Task 6 – ADA Transition Plan Pedestrian Updates

Objective

The Department of Justice requires communities to have sidewalks and ramps that are compliant with the Americans with Disabilities Act (ADA). The cities of Joplin, Webb City, and Carl Junction need to assess what sidewalks and ramps are not currently in compliance with ADA standards.

Current Status

This assessment is currently underway but will not be completed before the end of FY 2019. This task remains in the UPWP to allow the consultants to finish the ADA

Tasks Completed in FY 2019

- Procured a consulting firm to complete the sidewalk and ramp assessment
- Assessment initiated

FY 2020 Work Items

- Complete ADA Sidewalk and Ramp assessment
- Update for Pedestrian Transportation System Component of ADA Transition Plans for Joplin, Webb City, and Carl Junction.

FY 2019 End Products

- A thorough assessment of sidewalks and ramps in the cities of Joplin, Webb City, and Carl Junction to determine which sidewalks and ramps must be improved to meet ADA standards.
- An update to the pedestrian transportation system component of ADA Transition Plans for the cities of Joplin, Carl Junction, and Webb City.

Schedule for Completion

The estimated completion date of the assessment will be by the end of the second quarter of FY 2020.

Budget

Federal Share (80%): 364,000 Local Share (20%): 91,000 Total: $455,000

Task 7 – Upgrade Survey Equipment

Objective

Obtain a Robotic Total Station (RTS) system for use by JATSO communities to improve accuracy and technical capacity. This equipment would be utilized for MPO purposes approximately 15% of the time.

Schedule for Completion

The City of Joplin plans to obtain the RTS system in the first quarter of FY 2020.

Budget

MPO Usage (15%) 6,000	*Local Usage (85%) 34,000*	*Total: $40,000*
Federal Share of MPO Use (80%) 4,800	Local Share of MPO Use (20%) 1,200	Total: $6,000

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 89,147	$ -	$ 22,287	$ 111,434
Short Range Transportation Planning	$ 40,405	$ -	$ 10,101	$ 50,506
Long Range Transportation Planning	$ 122,937	$ -	$ 30,734	$ 153,671
Transit Planning	$ -	$ 66,171	$ 16,543	$ 82,713
Geographic Information Systems	$ 29,043	$ -	$ 7,261	$ 36,303
ADA Inventory	$ 364,000	$ -	$ 91,000	$ 455,000
Survey Equipment	$ 6,000	$ -	$ 34,000	$ 40,000
Total	$ 651,532	$ 66,171	$ 211,926	$ 929,629

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 651,532
5307 Funds	$ 66,171
Local Match	$ 211,926
Total Funds Allocated	$ 929,629

CPG Balance Tracking

FY 2019	
CPG balance on 10/31/18	$ 904,310
FY 2019 CPG allocation	$ 191,521
FY 2019 CPG funds expended on 7/30/19	$ (11,338)
FY 2019 CPG funds to be expended	$ (175,000)
FY 2020	
Estimated FY 2020 Allocation	$ 191,521
CPG Funds Available for FY 2020	$ 1,101,014
Programmed CPG Funds for FY 2020 UPWP	$ 651,532
Remaining Unprogrammed Balance	$ 449,482

The total amount of the CPG and FTA Section 5307 budgeted for FY 2020 is estimated at $651,532 and $66,171. JATSO is budgeting $211,926 in local match for planning tasks in FY 2020, resulting in an overall program budget of $929,629. JATSO has approximately $624,482.48 of un-programmed CPG funds. JATSO has been working to identify program areas that could benefit from the utilization of CPG funding in order to spend down the current balance, including utilizing CPG funds for the salaries of those who do transportation planning work but had not been previously billing to the MPO. All current needs related to CPG funding have been identified and implemented in the FY 2020 UPWP. Projects will continue to be identified in the future. The available local match funds from jurisdictions within the MPO have been programmed into the UPWP.

JATSO Information

Organizational Chart

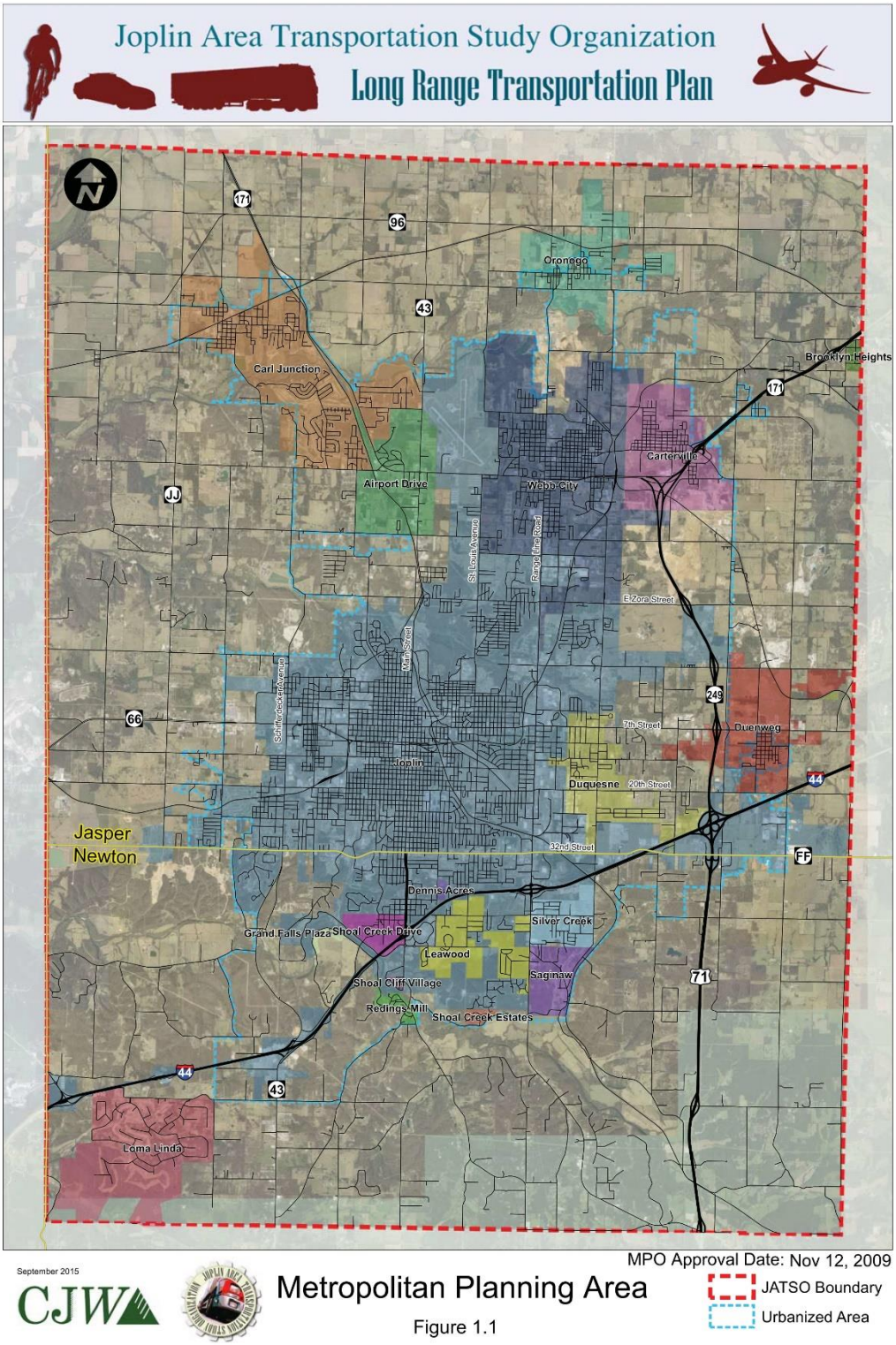
- Robert Lolley, Transit Director (1.0 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- David Hertzberg, JATSO Board Chairman (0.1 FTE)
- Patricia Heagel, Planning and Development Assistant Director (0.25 FTE)
- Dan Johnson, Public Works Assistant Director (0.1 FTE)
- Lynden Lawson, Public Works Director of Operations (0.1 FTE)
- Keegan Stanton, City of Joplin/JATSO Planner (1.0 FTE)
- Mallory Detherage, Finance Budgeting (0.25 FTE)
- Lindsay Dunn, Clerk (0.25 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5
Robert Lolley				X	
Troy Bolander	X	X	X		
David Hertzberg	X	X	X		
Patricia Heagel	X	X	X		
Dan Johnson	X	X	X		
Lynden Lawson	X	X	X		
Keegan Stanton	X	X	X		
Mallory Detherage	X				
Lindsay Dunn	X				
John Gilligan					X

Voting Members

- Jasper County Commissioner
- Newton County Commissioner
- David Hertzberg, City of Joplin Director of Public Works
- Dave Taylor, MoDOT SW District, District Engineer
- Troy Bolander, City of Joplin, Director of Planning, Development, and Neighborhood Services
- Carl Francis, City of Webb City, Interim City Administrator
- Steve Lawver, City of Carl Junction, City Administrator
- Robert Lolley, City of Joplin, MAPS/Transit Coordinator
- Jill Cornett, Harry S. Truman Coordinating Council, Director
- Steve Stockam, City of Joplin, Airport Manager
- Dan Johnson, City of Joplin, Assistant Director of Public Works
- Frank Miller, MoDOT SW District, District Planning Manager
- Thomas Hughes, HSTCC, Transportation Planner

Planning Area Boundary Map



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-404 - Agreement with Missouri Department of Transportation

MEETING DATE
October 21, 2019

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

SUMMARY
This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

BACKGROUND
The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Director of Planning, Development and Neighborhood Services, the Planner and other staff in the Engineering department. The remainder of the assistance will be used to help finance eligible planning projects. Those projects include an update to the 20-year Metropolitan Transportation Plan, an ADA sidewalk and ramp assessment, and the purchase of new surveying equipment.

Attached is the FY 2020 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) Policy Board voted to adopt the UPWP on September 26, 2019. JATSO is the designated MPO with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

FUNDING SOURCE
The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than $929,629.00. The reimbursement consists of $651,532.00 in Federal Consolidated Planning Grant Funds and $66,171.00 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $211,926.00 to draw down the Federal assistance.

RECOMMENDATION
Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities on an emergency basis.

ATTACHMENTS
CB2019-404, Consolidated Grant Agreement, FY2020 UPWP

COUNCIL BILL NO. 2019-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2019, through October 31, 2020, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

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

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of six hundred and fifty-one thousand five hundred and thirty-two dollars ($651,532) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

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

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. This CPG Agreement must be submitted to, reviewed, and passed by the Missouri Highway and Transportation Commission for financial assistance to be made available to the City of Joplin, Missouri. The 2019 CPG Agreement expires on October 31, 2019.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-456 – approving an amendment to the Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the Joplin City Health Department (City) to provide maternal child health services.

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-456 Ordinance; Missouri Department of Health and Senior Services Program Services Contract for Maternal Child Health Services

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Dan Pekarek

SUMMARY
This Council Bill approves a Program Services Contract between the Missouri Department of Health and Senior Services and the Joplin City Health Department to provide maternal child health services. The Council has previously approved similar annual contracts.

BACKGROUND
This is the second year of a three-year contract work plan that was developed to address a priority health issue for the maternal and child health population in Joplin. The priority health issue is obesity among women of childbearing age. As part of the work plan, City staff are working with other community health partner agencies and organizations in activities that will lead to improved health of area women. These activities include such areas as dissemination of educational materials on healthy living, advocacy for safer and more available walking venues, and implementation of a community walking initiative. The walking initiative, Livesmart Walk, encourages the formation of walking groups. These groups are associated with businesses, churches, neighborhood groups and others. The contract amount is $32,925.47 for the period of October 1, 2019 through September 30, 2020.

FUNDING SOURCE
Missouri Department of Health and Senior Services.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with preservation of public health and generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2019-456 ORDINANCE NO.

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, 2019 and running through September 30, 2020, for the amount of up to Thirty Two Thousand, Nine Hundred Twenty-Five Dollars and Forty-Seven Cents ($32,925.47), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same 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 the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval of contract and use of funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of October, 2019, by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, Board President or authorized representative with knowledge of policies, procedures and administrative operations of the organization/entity:

The Department of Health and Senior Services (DHSS) requires subrecipient contractor/providers to annually complete the Business Management Assessment **(BMA)** form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to https://health.mo.gov/atoz/bma/index.php
- You must use the **Microsoft Internet Explorer** browser rather than other browsers such as Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted, even if it appears it was. **A confirmation number will appear if the form is successfully submitted.**
- You may find helpful information to assist your completion of the BMA at http://health.mo.gov/information/contractorresources.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk contractor/provider and your organization will not receive any further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, or if you do not have access to the internet, please call 573.526.5548 for assistance.

RECEIVED
OCT 0 8 2019

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
46439	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2018	9/30/2020	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC19380194		01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0196		DUNS NUMBER 010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

AMENDMENT #1 TO CONTRACT AOC19380194

Contract Title: Maternal Child Health Services

Contract Period: October 1, 2019 through September 30, 2020

The Department of Health and Senior Services hereby exercise its option to renew the above referenced contract.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete paragraph 1.1 in its entirety and replace with revised paragraph 1.1 as follows:

   1.1 The contract amount shall not exceed $32,925.47 for the period of October 1, 2019 through September 30, 2020.

2. Delete paragraph 1.6 in its entirety and replace with revised paragraph 1.6 as follows:

   1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

   Program Name: Maternal Child Health
   Program Contact: Jaime Young
   Address: 920 Wildwood, Jefferson City Mo 65109
   Phone: 573-522-2731
   Email: Jaime.Young@health.mo.gov

3. Delete paragraph 8.3.1 in its entirety and replace with revised paragraph 8.3.1 as follows:

   8.3.1 The Contractor shall submit the Vendor Request for Payment Form as follows:

   Via email to:

   mchservicesProgram@health.mo.gov

   OR by mail to:

   Missouri Department of Health and Senior Services
   Division of Community and Public Health
   Section for Women's Health
   MCH Services Program
   P.O. Box 570
   Jefferson City, MO 65102-0570

   OR by fax to:

   573-751-5350

All other terms, conditions, and provisions of the contract shall remain the same and apply hereto.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	46439	**State:** 0%	$0.00	**Federal:** 100%	$65,388.79
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2018	**Contract End:**	9/30/2020	**Amend#:** 01	**Contract #:** AOC19380194
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	93.994	**Research and Development:**	N		
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION				
Federal Award:	1B04MC32553-01, 6B04MC32553-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2019	**DHSS #:**	19MCH	**Federal Obligation:**	$32,463.32

CFDA:	93.994	**Research and Development:**	N		
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2020	**DHSS #:**	HRSA-20-001	**Federal Obligation:**	$32,925.47

*** The Department will provide this information when it becomes available.**

Project Description:

To support a leadership role for local public health agencies within coalitions and partnerships at the local level to build Maternal Child Health systems and expand the resources those systems can use to respond to priority health issues.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-515 – Approving the Boomtown Central Shopping Tax Increment Financing Plan (TIF) and Designating the Developer

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-515 Ordinance; Exhibit "A"-Boomtown Central Shopping Tax Increment Financing Plan; "But-For" Analysis; Staff Report to TIF Commission

REVIEWED BY
Department Head: Leslie Haase; Planning, Community Development and Neighborhood Improvement Director: Troy Bolander; Public Works Director: David Hertzberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves the Boomtown Central Shopping Tax Increment Financing (TIF) Plan and designates Denali Summit, LLC as the Developer of the TIF District.

BACKGROUND
Developer Denali Summit brought forward a proposed TIF Plan for approval of the proposed Boomtown Central Shopping TIF District to redevelop approximately 64.46 acres located south of 32nd Street and east of Range Line Road. The proposed redevelopment will occur in two separate Redevelopment Projects. The Plan proposes the construction of a new retail shopping center anchored by a 206,209 square foot Menards home improvement store along with a 50,300 square foot movie theater complex, 4,400 square foot fuel station, 55,980 square foot grocery store, and additional retail and commercial space of approximately 124,480 square feet. To date, Menards is the only retailer the Developer has confirmed will be located in the proposed development.

Under the requirements of the TIF Act, a 45-day notice was provided to the affected taxing jurisdictions and a public hearing was held before the TIF Commission on August 8, 2019. The City engaged Baker Tilly to perform a "But-For" Analysis. This is a study based on the proposed TIF Plan projections that shows the development would not be feasible, but for TIF assistance. At the TIF Commission meeting, there were 7 of 11 members in attendance. The City was represented by two of six members, the Joplin R-VIII School District by two members, Newton County by two members and the Joplin Special Road District representative. Staff recommended to the TIF Commission to continue the public hearing to September 26 in order for a market study to be completed that would analyze the reasonableness of the

developer's projections; project the anticipated new sales from the development, as well as the anticipated redistribution of sales from existing non-TIF areas. The public hearing was held, four citizens spoke in favor of the Plan and one citizen asked questions. The TIF Commission voted unanimously to move the TIF Plan forward to Council for consideration.

Within the TIF District, the TIF Act provides for the allocation of 100% of the incremental increase in real property taxes generated by the district in the form of payments in lieu of taxes (PILOTS) and 50% of the incremental increase in economic activity taxes (EATS) generated by the district to help fund a portion of the Redevelopment Project costs. However, this TIF Plan provides for 25% of the PILOTS generated in the Redevelopment Area to be declared surplus and returned to the taxing jurisdictions each year. The TIF Plan proposes to run up to the maximum allowable time under the statute, which is 23 years from the date of activation. The Plan also provides for an additional source of revenue in the form of an additional one-cent sales tax imposed within the area, excluding the Menards store site. All of this tax will be used to help pay for the reimbursable costs shown in Exhibit 3. The Developer presents this TIF Plan as a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. As the TIF development itself generates revenue from the incremental increase in sales tax, franchise tax and property tax, the developer would be reimbursed from these proceeds. The projected total cost of the development is nearly $77.9 million, while the TIF assistance sought is over $17.5 million plus interest costs.

This ordinance only approves the TIF Plan, designates the previously described area a redevelopment area with 2 redevelopment project areas, and designates Denali Summit as the Developer. Adoption of this plan confirms that the City Council found that the project would not be possible without TIF method of financing, that the property meets the Blight test and that Denali Summit, being the developer, is financially capable of building the project.

To date, the City has not been able to reach agreement with the Developer on the terms of the Redevelopment Agreement. Therefore, a Redevelopment Agreement is not being presented as a part of this Council Bill. If this item is approved, the Developer will not be eligible for any TIF reimbursement until such time as a Redevelopment Agreement would be approved by the City Council. Additionally, this item does not activate the TIF Projects. Activation of a TIF Project Area requires a separate ordinance.

FUNDING SOURCE

This item is not applicable for the approval of a proposed TIF Plan.

RECOMMENDATION

Staff makes no recommendation on this item.

COUNCIL BILL NO. 2019-515 ORDINANCE NO.

AN ORDINANCE approving the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and Projects, establishing a redevelopment area and redevelopment project areas, and designating Summit Denali, LLC, as the developer of Redevelopment Projects 1 and 2, and containing an emergency clause.

WHEREAS, the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted by Summit Denali, LLC (the "Developer") requesting that the City of Joplin (the "City") establish a tax increment financing district on approximately 64.46 acres south of East 32nd Street, east of South Range Line Road and west of the Kansas City Southern rail line as specified in Exhibit 1 of the Redevelopment Plan (the "Redevelopment Area") pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo 2000, as amended (the "Act"); and,

WHEREAS, the Redevelopment Plan provides for the redevelopment of the Redevelopment Area in two (2) projects designated as Redevelopment Projects 1 and 2; and,

WHEREAS, pursuant to the Act, the Joplin Tax Increment Financing Commission (the "Commission") notified the affected taxing jurisdictions of their right to designate representatives to serve as members of the Commission for the purpose of conducting a public hearing and making recommendations with respect to the Redevelopment Plan to the City Council of the City of Joplin, Missouri (the "City Council); and,

WHEREAS, the Joplin School District designated two representatives, Newton County designated two representatives, and the other affected taxing jurisdictions designated a representative to serve as members of the Commission; and,

WHEREAS, notice of a public hearing on August 8, 2019, before the Commission to discuss the proposed Redevelopment Plan and the Redevelopment Projects included therein, was provided in accordance with the provisions of the Act; and,

WHEREAS, on August 8, 2019, the public hearing was opened and all interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed Redevelopment Plan and Redevelopment Projects and, on said date, the Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and voted to adopt resolutions recommending to the City Council that 1) the Redevelopment Area described in the Redevelopment Plan be designated as a blighted area; 2) specific statutory findings be made regarding the Redevelopment Plan; 3) the Redevelopment Plan and Redevelopment Projects 1 and 2 included therein be approved; and 4) Summit Denali, LLC, be designated as the developer for Redevelopment Projects 1 and 2; and,

WHEREAS, notice of amendments to the proposed Redevelopment Plan was provided to the

taxing jurisdictions on October 11, 2019 and published in the *Joplin Globe* in accordance with the Act; and,

WHEREAS, on October 21, 2019, the City Council considered the Redevelopment Plan and the recommendations of the Commission to approve the Redevelopment Plan and Redevelopment Projects 1 and 2 included therein, the designation of the Redevelopment Area, and the designation of Developer as the developer for Redevelopment Project 1 and 2; and,

WHEREAS, the City Council having considered the evidence and testimony submitted at the Commission public hearing and the recommendations of the Commission, desires to approve the Redevelopment Plan, designate the Redevelopment Area and Redevelopment Project Areas, and designate Developer as the developer for Redevelopment Projects 1 and 2.

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

Section 1. That the Redevelopment Plan, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. That the tracts of land legally described in Exhibit 1 to the Redevelopment Plan are hereby designated as a Redevelopment Area and Redevelopment Project Areas 1 and 2 as set forth therein.

Section 3. That the City Council hereby finds that:

1) The Redevelopment Area on the whole is a blighted area as defined in the Act and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing pursuant to the Redevelopment Plan, and such fact is acknowledged on behalf of the Developer in an affidavit included in Exhibit 8 to the Redevelopment Plan. The areas selected for the Redevelopment Projects include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements. The following factors, as further outlined in the Blight Study included in Exhibit 7 of the Redevelopment Plan, are found to exist within the Redevelopment Area constituting an economic liability and a menace to the public health, safety, morals, or welfare based upon a predominance of the following:

a. Unsanitary and unsafe conditions;

b. Defective or inadequate street layout;

c. Improper subdivision or obsolete platting;

d. Deterioration of site improvements; and

e. The existence of conditions which endanger life or property by fire and other causes.

2) The Redevelopment Plan conforms to the *Joplin Moving Forward: Comprehensive Plan 2012* of the City of Joplin, the comprehensive plan for the City as a whole.

3) The completion of the Redevelopment Projects included in the Redevelopment Plan and retirement of obligations incurred to finance redevelopment project costs associated with the Redevelopment Projects will occur no later than twenty-three (23) years from the adoption of any ordinance approving a Redevelopment Project within the Redevelopment Area. The completion of all projects included in the Redevelopment Plan and retirement of any obligations incurred to finance redevelopment project costs will occur no later than thirty-three (33) years from the adoption of the ordinance approving the Redevelopment Plan. No property for a project will be acquired by eminent domain later than five (5) years from the adoption of the ordinance approving the Redevelopment Project.

4) The Redevelopment Plan includes a plan for relocation assistance for businesses and residences located in the Redevelopment Area.

5) A cost-benefit analysis showing the impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act. The analysis shows the impact on the economy if the Redevelopment Projects are not built, and are built, pursuant to the Redevelopment Plan. The cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and sufficient information for the City Council to evaluate whether the Redevelopment Plan as proposed is financially feasible.

6) The Redevelopment Plan does not include the initial development or development of any gambling establishment.

Section 4. That Developer is hereby designated as developer of Redevelopment Projects 1 and 2.

Section 5. That the designation of the Developer as the developer of Redevelopment Projects 1 and 2 and any reimbursement to the Developer of tax increment financing revenues for reimbursable project expenses is conditioned upon the execution of a Tax Increment Financing Contract between the City and Developer, said Tax Increment Financing Contract to be approved by the City Council by ordinance upon terms and conditions as agreed upon by the parties to carry out the goals and objectives of the Redevelopment Plan.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan

EXHIBIT "A"

BOOMTOWN CENTRAL SHOPPING TAX INCREMENT FINANCING REDEVELOPMENT PLAN

JOPLIN, MISSOURI

Plan submitted to City Clerk on July 2, 2019,

TIF COMMISSION APPROVAL:

_____

DATE: RESOLUTION No.

CITY COUNCIL APPROVAL:

_____

DATE: ORDINANCE No.

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Exhibit 3: Estimated Redevelopment Costs

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Exhibit 5: Estimated Annual Increases in Assessed Value and Resulting Payments in Lieu of Taxes and Projected Economic Activity Taxes

Exhibit 6: Evidence of Financing Commitment

Exhibit 7: Blight Study

Exhibit 8: Applicant Affidavit

Exhibit 9: Estimated Redevelopment Schedule

Exhibit 10: Relocation Assistance Plan

Exhibit 11: Cost-Benefit Analysis

I. TAX INCREMENT FINANCING

This Boomtown Central Shopping Tax Increment Financing Redevelopment Plan ("Plan") is adopted pursuant to the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 *et seq.*, as amended ("Act"). The Act enables the City of Joplin, Missouri ("City") to finance Redevelopment Project Costs with the revenue generated from Payments in Lieu of Taxes and 50% of Economic Activity Taxes. All capitalized terms not otherwise defined in this Plan shall have the respective meanings ascribed to them under Section IX herein, "Definitions."

II. GENERAL DESCRIPTION OF PLAN AND PROJECT

A. Redevelopment Area. This Plan, submitted by Denali Summit, LLC ("Applicant"), provides for the redevelopment of property within the City, in Newton County, Missouri ("Redevelopment Area"). The Redevelopment Area consists of approximately 64.46 acres of property generally located South of E. 32nd Street, east of S. Range Line Boulevard and west of the Kansas City Southern Rail Line, all as legally described on Exhibit 1, attached hereto, and as shown on the project boundary survey and site plan attached hereto in Exhibit 2.

B. Redevelopment Plan. The Applicant is proposing to construct a new shopping center in the City. It will be anchored by a Menards Home Improvement Store ("Menards"), which is not currently located in the City. The store will consist of approximately 206,209 square feet of retail space, including a 40,000 square foot lumber barn. The Applicant also proposes to construct a 50,300 square foot movie theater complex, new 4,400 square foot fuel station, a 55,980 square foot grocery store and approximately 124,480 square feet of additional retail and commercial space.

In order for the Applicant to develop the site as shown on Exhibit 2, the Applicant will be required to construct significant public improvements. These public improvements include relocating a portion of E. Hammons Boulevard (currently a private drive) and construction of a new intersection with E. 32nd Street and the relocated E. Hammons Boulevard (the Applicant may elect to dedicate that portion of relocated E. Hammons Boulevard to the City as a public street). The Applicant is currently negotiating with affected property owners for the removal of an ingress/egress easement and construction of the relocated E Hammons Boulevard. The Applicant anticipates being able to acquire these easement rights, but reserves the right to request the City to exercise its eminent domain powers to acquire remaining easement rights. In addition, the Applicant will demolish the BKD Accounting Firm Office Building located on E. Hammons Boulevard and a metal building where 4 State Systems is located on E. 32nd Street. Additional existing buildings located within the Redevelopment Area may either be renovated or demolished. Construction of regional stormwater detention basins will also be completed concurrent with the development of the shopping center. The public improvements are shown on Exhibit 2.

C. Redevelopment Project. This Plan proposes to redevelop the Redevelopment Area and remediate its Blighting Factors by redeveloping the property as two Redevelopment Project Areas on a pay-as-you go basis. In addition to what has previously been described, the Redevelopment will include all support facilities such as utilities, parking lots, street improvements and storm water drainage and other infrastructure appurtenant to these improvements necessary to removing the Blighting factors described herein.

D. Redevelopment Plan Objectives. The general objectives of the Plan are:

1. To eliminate the blighting factors and other adverse conditions which are detrimental to public health, safety, morals, or welfare in the Redevelopment Area, as identified in the Blight Study ("Blighting Factors"), and to eliminate and prevent the recurrence thereof for the betterment of the Redevelopment Area and the community at large;

2. To enhance the tax base of the City and the other Taxing Districts, and encourage private investment in the surrounding area;

3. To increase employment opportunities;

4. To stimulate construction and development and generate tax revenues, including, but not limited to, real estate tax revenues, sales tax revenues, personal property tax revenues, and utility tax revenues, all of which would not occur without Tax Increment Financing;

5. To improve public infrastructure to allow for this development;

6. To revitalize and increase the economic viability of the City by the construction of the Menards Home Improvement Store, movie theater, grocery store, fuel station and supporting retail and commercial development; and

7. To timely complete construction of the proposed improvements to enable early termination of tax increment financing of the Redevelopment Area. The Applicant estimates such termination to occur during the 11th year after activation of tax increment financing for Redevelopment Project Areas 1 and 2.

III. FINANCING

This Plan proposes to make available (1) 75% of Payments in Lieu of Taxes, and (2) subject to constitutional and statutory limitations and annual appropriation, 50% of Economic Activity Taxes ("Allocated EATs") to pay for or reimburse Reimbursable Project Costs on an as-collected basis.

A. Estimated Redevelopment Project Costs. The total cost to implement the Redevelopment Project is projected to be approximately $77,867,869, as set forth

in detail on Exhibit 3, plus financing costs. The Plan proposes that approximately $17,576,709 in Reimbursable Project Costs, plus interest as described herein, be reimbursable from TIF Revenue for the line items detailed on Exhibit 3.

The amount estimated for Reimbursable Project Costs described above represents the principal amount of costs eligible for reimbursement from TIF Revenue, and does not reflect the interest described herein as eligible for reimbursement. The gross amount eligible for reimbursement to the Applicant, the City, or other parties incurring Reimbursable Project Costs, will be larger due to the costs of interest and other financing costs to be incurred on the funding of Reimbursable Project Costs, subject to the terms of the Redevelopment Agreement. Actual interest expense incurred on amounts borrowed to fund Reimbursable Project Costs will be a Reimbursable Project Cost.

B. Anticipated Sources of Funds.

This Plan proposes TIF Revenue will be generated by the Project and made available to fund $17,576,709 in Reimbursable Project Costs. The Applicant proposes to establish a community improvement district ("CID") to assist with the repayment of Reimbursable Project Costs. The remainder of the cost associated with the construction of the Redevelopment Project, approximately $60,291,160, is to be paid by the Redeveloper selected to implement this Plan, through the use of private debt and equity. Anticipated sources and available amounts of funds to pay Redevelopment Project Costs are shown on Exhibit 4.

1. Payments in Lieu of Taxes. Calculations of expected proceeds of Payments in Lieu of Taxes are based on current real property assessment formulas and current and anticipated real property tax rates, both of which are subject to change due to many factors, including reassessment, the effects of real property classification for real property tax purposes, and the rollback in tax levies resulting from reassessment or classification. The estimated total Payments in Lieu of Taxes generated within the Redevelopment Area over the first 23 years of the Plan is $13,217,100 of which $9,789,429 (or 75%) as shown on Exhibit 5, and are proposed under this Plan to be made available for funding or reimbursement of Reimbursable Project Costs.

   The amount of Payments in Lieu of Taxes in excess of the funds deemed necessary by Ordinance for the implementation of the Plan, shall be declared as surplus and distributed to the Taxing Districts in the manner provided by the Act. The Plan proposes a 25% annual PILOT surplus to all applicable taxing districts.

   In the event a tax levy is imposed or any existing tax levy is increased within the Redevelopment Project Area after the adoption of this Plan and such Project, with the appropriate taxing jurisdiction's consent pursuant to Section 99.845.1.2[a] of the Revised Statutes of Missouri, the Payments in

Lieu of Taxes projected hereunder available to fund Reimbursable Project Costs shall increase to the extent allowed by the law.

2. Economic Activity Taxes. Allocated EATs over the duration of the Plan are projected to be $46,149,210 as shown in Exhibit 5, and proposed under this Plan to be made available upon annual appropriation for funding or reimbursement of Reimbursable Project Costs.

   In the event a new sales tax levy is imposed or any other existing sales tax levy is increased within the Redevelopment Project Area after the adoption of this Plan and such Project, with the appropriate taxing jurisdiction's consent pursuant to Section 99.845(3) of the Revised Statutes of Missouri, the EATs projected hereunder available to fund Reimbursable Project Costs shall increase to the extent allowed by the law. In the event a new sales tax levy is imposed upon sales within the Redevelopment Project Area following the activation by Ordinance of Tax Increment Financing within such Redevelopment Project Area, the base year for purposes of calculating Economic Activity Taxes generated by such new sales tax levy shall be $0.

3. CID Revenue. The estimated total CID Revenue generated within the Redevelopment Area over the first 23 years of the Plan is $5,173,626 as shown on Exhibit 5, and are proposed under this Plan to be made available for funding or reimbursement of Reimbursable Project Costs or other eligible CID expenses.

IV. MOST RECENT EQUALIZED ASSESSED VALUATION

The total initial equalized assessed valuation of the Redevelopment Area according to current records at the County Assessor's Office is approximately $291,650. The current combined *ad valorem* real property tax levy that is allocated by Tax Increment Financing, and was used to project tax revenues, is $4.44235 per $100 assessed valuation on commercial land and improvements. The total *ad valorem* real property tax levy, including levies which are not allocated by Tax Increment Financing, is $0.57605 per $100 assessed valuation on commercial land and improvements.

The existing assessed value of an area within the Redevelopment Area selected for a Redevelopment Project (a "Redevelopment Project Area") will be determined in accordance with the Act when an Ordinance approving a specific Redevelopment Project and related Redevelopment Project Area is approved, and such assessed value shall become the certified "Total Initial Equalized Assessed Value." Payments in Lieu of Taxes measured by subsequent increases in real property tax revenue which would have resulted from increased valuation had Tax Increment Financing not been adopted will be segregated from taxes resulting from the Total Initial Equalized Assessed Value, and deposited in the Special Allocation Fund earmarked for payment of Reimbursable Project Costs.

V. ESTIMATED EQUALIZED ASSESSED VALUATION AFTER REDEVELOPMENT

When the Redevelopment Project has been completed, the total assessed valuation of the Redevelopment Project Area will be determined. Should the Redevelopment Project be built in accordance with development plans as provided as part of this Plan, the future equalized assessed value for the Redevelopment Project Area will total approximately $13,618,771. Therefore, the future increase in equalized assessed value for the Redevelopment Area due to the redevelopment will total approximately $13,327,121. Calculations showing increase in annual assessed valuation and the resulting Payments in Lieu of Taxes available to fund or reimburse Reimbursable Project Costs are shown in Exhibit 5.

VI. GENERAL LAND USE & DESIGN CRITERIA

A. General Land Use. The use of this Property will be mixed use commercial, as shown on the Site Plan attached as Exhibit 2 to this Plan. The Redevelopment Projects shall be subject to the applicable provisions of the City's Zoning Ordinance as well as other codes and ordinances as may be amended from time to time.

B. Design Controls. The following design controls shall apply to the Redevelopment Plan:

1. General. The redevelopment of this Property will incorporate a uniform design throughout the Shopping Center.

2. Pedestrian Walkways and Open Spaces. Pedestrian paths or open walk spaces shall be designed as an integral part of the overall site design.

3. Parking. Parking areas shall be designed with careful regard given to orderly arrangement, landscaping, ease of access, and as an integral part of the total site design.

C. Provision of Public Facilities. Adequate public facilities and utilities will be assured to service the entire Redevelopment Area.

VII. PROVISIONS FOR AMENDING THE PLAN

This Redevelopment Plan and this Redevelopment Project may be amended pursuant to the provisions of the Act, provided that, in the event that there are minor inaccuracies contained within this Redevelopment Plan or any Exhibit attached hereto, and such inaccuracies do not alter the substance of the Redevelopment Plan or a Redevelopment Project, the City Council hereby authorizes the City Staff to approve and correct such inaccuracies and to execute any required instruments and to make and incorporate such corrections to this Redevelopment Plan or any Exhibit attached hereto.

VIII. REQUIRED STATUTORY FINDINGS

A. Existing Conditions in Redevelopment Area.

1. Blighting Factors.

A redevelopment area must be found to be either a blighted area, a conservation area, or an economic development area in order to qualify for Tax Increment Financing. To qualify as a blighted area, one or more of the five blighting factors set forth in R.S.Mo. § 99.805(1) must be present in the redevelopment area, and as a result of the predominance of such factor or any combination of the factors, the area retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

Accordingly, the Applicant requests that the City Council find that the Boomtown Central Shopping Redevelopment Area as a whole is a blighted area.

2. Determination of Blight – Affidavit.

Attached hereto as Exhibit 8 is an affidavit, signed by the Applicant attesting that the provisions of Section 99.810.1(1), R.S.Mo. have been met, including that, to the best of the Applicant's knowledge and belief: (i) the Redevelopment Area is a Blighted Area; (ii) the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of Tax Increment Financing; (iii) the cost of curing the existing conditions and construction of improvements pursuant to the Plan are not economically viable if fully born by the Applicant; and (iv) that the cost-benefit analysis showing the economic impact of the Plan on each Taxing District submitted by the Applicant for the Plan shows: the estimated returns on investment to the Applicant with and without Tax Increment Financing, and that the Plan Project is not economically viable to the Applicant without such assistance. Additional evidence that the Redevelopment Area has not been subject to growth and development through investment by private enterprise is found in the Blight Study attached hereto as Exhibit 7.

B. Expectations for Development – "But-For Test".

The Redevelopment Area has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be redeveloped without the adoption of the Plan. The extraordinary costs associated with curing the Blighting Factors make the redevelopment of this property not economically viable if fully borne by the Applicant. Providing Tax Increment Financing assistance for this project allows the Applicant to remediate this blight.

C. Conforms to Comprehensive Plan of City. The Plan is consistent with and conforms to the City Comprehensive Plan.

D. Date to Adopt Redevelopment Project. In no event shall any Ordinance approving a Redevelopment Project be adopted later than ten (10) years from the adoption of the Ordinance approving this Plan.

E. Date to Complete Redevelopment. The redevelopment of the Redevelopment Project Area is projected to be completed by 2021. The estimated redevelopment schedule is attached hereto at Exhibit 9. Subject to the terms of the Redevelopment Agreement, failure of the Applicant to cause the completion of the Redevelopment Projects within ten (10) years from the adoption of the ordinance approving the Plan shall be deemed sufficient cause for the City Council to notify the Applicant to appear before it and show cause why the Plan and Redevelopment Project should not be deemed voidable.

F. Date to Retire Obligations. The completion of the Redevelopment Project and retirement of Obligations, if any, incurred to finance Reimbursable Project Costs is projected to occur no later than twenty-three (23) years from the adoption of the Ordinance approving each Redevelopment Project. The Applicant is not requesting the City to issue Obligations.

G. Acquisition by Eminent Domain, Land Acquisition. The Applicant owns or controls all of the necessary real property within the Redevelopment Project Area, some of which is encumbered by and ingress/egress easement which must be acquired. No property for the Redevelopment Project shall be acquired by eminent domain later than five (5) years from adoption of the ordinance approving such Redevelopment Project.

H. Relocation Assistance and Displaced Occupants and Businesses. Applicant will adhere to the Relocation Assistance program detailed in Exhibit 10.

I. Cost-Benefit Analysis. A cost-benefit analysis, attached hereto at Exhibit 11 ("Cost-Benefit Analysis") has been prepared for the Plan. This analysis and other evidence submitted to the City: (i) show the economic impact of the Plan on every affected Taxing District which is at least partially within the boundaries of the Redevelopment Area; (ii) show the impact on the economy if the Redevelopment Project is not built and is built pursuant to the Plan; (iii) include a fiscal impact study on every affected political subdivision; and (iv) include sufficient information for the City to evaluate whether the Redevelopment Project as proposed is financially feasible.

As shown on the Cost-Benefit Analysis attached hereto as Exhibit 11, over the duration of the Plan the Taxing Districts which levy property within the Redevelopment Area will enjoy an increase in tax revenues of approximately $146,990,405 resulting from increases to real property values, personal property values and sales tax revenues, as compared against such revenues should the Plan

not occur. These additional tax revenues will allow these districts to provide additional services and better serve their constituents. Additionally, the community will benefit from the Plan's amelioration of Blighting Factors presently infecting the Redevelopment Area, and from the increase in employment opportunities anticipated upon implementation of this Plan.

J. Gambling Establishment. The Plan does not include the initial development or redevelopment of any Gambling Establishment.

K. Requests for Proposals. Pursuant to R.S.Mo. § 99.820.1(3), the Commission has established written procedures relating to bids and proposals for implementation of redevelopment projects ("Procedures"), which Procedures for obtaining such bids and proposals provide a reasonable opportunity for any person to submit alternative proposals or bids. Pursuant to the Procedures, the Commission shall request proposals for the redevelopment of the Redevelopment Area. The proposal which in the opinion of the Commission will best implement the intent of this Plan shall become a part of this Plan and shall be recommended along with the Plan to the City Council. One or more developers will be selected by the City Council to implement this Plan ("Redeveloper"). If a Redeveloper is selected who does not now own the real property within the Redevelopment Area, such Redeveloper will be required to enter into a parcel development agreement with the City whereby the Redeveloper will agree to provide the funds necessary for the acquisition of the property either by purchase or eminent domain. This Plan as submitted is the proposal of the Applicant.

IX. DEFINITIONS

As used in this Plan, the following terms shall have these meanings:

A. "Act" means the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800, *et seq.*, as amended.

B. "Allocated EATs" mean that 50% of EATs which are automatically allocated and deposited into the Special Allocation Fund as a result of Tax Increment Financing.

C. "Applicant" means Denali Summit, LLC.

D. "Blighted Area" means an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

E. "Boomtown CID" means the Boomtown Central Shopping Center Community Improvement District, which will be organized by the Applicant with the approval

of the City pursuant to the Missouri Community Improvement District Act and which includes all the Redevelopment Area, excluding the site for the home improvement store.

F. "CID Revenue" means that portion of the revenue generated by the CID Sales Tax in the Boomtown CID that is not captured as Economic Activity Taxes.

G. "CID Sales Tax" means a sales tax of up to one percent on all retail sales within the Boomtown CID which will be levied by the Boomtown CID pursuant to the Missouri Community Improvement District Act.

H. "City" means the City of Joplin, Missouri.

I. "City Council" means the governing body of the City.

J. "Commission" means the Tax Increment Financing Commission of the City.

K. "County" means Newton County, Missouri.

L. "Economic Activity Taxes" or "EATs" mean the total additional revenue from taxes which are imposed by the City, County and other Taxing Districts, and which are generated by economic activities within the Redevelopment Project Area over the amount of such taxes generated by economic activities within such Redevelopment Project Area in the calendar year prior to the adoption of the Ordinance designating such Redevelopment Project Area, while Tax Increment Financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to R.S.Mo. § 70.500, taxes levied for the purpose of public transportation pursuant to R.S.Mo. § 94.660, licenses, fees or special assessments other than Payments in Lieu of Taxes and interest and penalties thereon. If a retail establishment relocates within one (1) year from one facility to another facility within the same County and the City Council finds that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the Economic Activity Taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City, County or other Taxing Districts over the amount of Economic Activity Taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area.

M. "Gambling Establishment" means an excursion gambling boat as defined in R.S.Mo. § 313.800, and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in R.S.Mo. §§ 313.800 to 313.850.

N. "Obligations" mean bonds, loans, debentures, notes, special certificates or other evidences of indebtedness issued by the City, or by any other appropriate issuer, approved by the City, to pay or reimburse all or any portion of the Redevelopment Project Costs or to otherwise carry out a Redevelopment Project or to fund outstanding obligations.

O. "Ordinance" means an ordinance enacted by the City Council.

P. "Payment in Lieu of Taxes" mean those estimated revenues from real property in the area selected for a Redevelopment Project, which revenues according to the Redevelopment Project or Plan are to be used for a private use, which Taxing Districts would have received had the City not adopted Tax Increment Financing, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in the Redevelopment Project Area exceeds the total initial equalized value of real property in such area until the designation is terminated pursuant to subsection 2 of R.S.Mo. § 99.850. Payments in Lieu of Taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in R.S.Mo. § 88.861.

Q. "Redeveloper" means the business organization or other entity selected by the City to implement the Plan or the Redevelopment Project.

R. "Redevelopment Agreement" means the agreement between the City and Redeveloper for the implementation of this Plan.

S. "Redevelopment Area" means the real property legally described on Exhibit 1.

T. "Redevelopment Plan" or "Plan" means this Boomtown Central Shopping Tax Increment Financing Redevelopment Plan.

U. "Redevelopment Project" means any development project located within the Redevelopment Area that is in furtherance of the objectives of the Plan and that is approved pursuant to the Act and as described in greater detail in Section II.C. of this Plan.

V. "Redevelopment Project Area" means the area selected and approved pursuant to the Act for a specific Redevelopment Project.

W. "Redevelopment Project Costs" means the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Plan and/or a Redevelopment Project, as applicable. Such costs include, but are not limited to the following:

1. Costs of studies, surveys, plans and specifications;

2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except for the reasonable costs incurred by the City established in R.S.Mo. § 99.820, for the administration of R.S.Mo. §§ 99.800 to 99.865, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Plan or a Redevelopment Project;

3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

5. Cost of construction of public works or improvements;

6. Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction of any Redevelopment Project for which such Obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto, all in accordance with the Redevelopment Agreement;

7. All or a portion of a Taxing District's Capital Costs resulting from a Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Plan and Redevelopment Project, to the extent the City by written agreement accepts and approves such costs;

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

9. Payments in Lieu of Taxes.

X. "Reimbursable Project Costs" mean those Redevelopment Project Costs eligible for payment or reimbursement from TIF Revenue as identified in Exhibit 3.

Y. "Special Allocation Fund" means the fund maintained by the City, which contains at least two (2) separate segregated accounts for the Plan, maintained by the treasurer of the City into which Payments in Lieu of Taxes are deposited in one account and 50% of Economic Activity Taxes are deposited in another account.

Z. "State" means the State of Missouri.

AA. "Tax Increment Financing" means tax increment allocation financing as provided pursuant to the Act.

BB. "Taxing Districts" mean any political subdivision of Missouri with the power to levy taxes within the Redevelopment Area.

CC. "Taxing District's Capital Costs" mean those costs of Taxing Districts for capital improvements that are found by the City by Ordinance to be necessary and directly result from a Redevelopment Project.

DD. "TIF Revenue" means Payments in Lieu of Taxes and Allocated EATs.

[Remainder of this page left intentionally blank. Plan Exhibits immediately follow]

EXHIBIT 1

LEGAL DESCRIPTION

ENTIRE REDEVELOPMENT AREA

A TRACT OF LAND BEING PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M. CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF AND THE SOUTHWEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAIL ROAD; THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE S50°51'36"E 1562.74 FEET; THENCE DEPARTING SAID SOUTHWEST RIGHT OF WAY LINE N88°25'48"W 1117.64 FEET; THENCE N63°13'15"W 103.00 FEET; THENCE N88°25'48"W 106.34 FEET; THENCE S26°46'58"W 248.59 FEET; THENCE S1°34'12"W 305.87 FEET; THENCE S88°27'31"W 39.61 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1205.54 FEET, AN ARC LENGTH OF 75.52 FEET, THE CHORD OF WHICH BEARS S05°05'58"W 75.51 FEET; THENCE S88°27'31"W 411.27 FEET; THENCE S13°12'21"W 97.68 FEET; THENCE N88°36'06"W 161.05 FEET; THENCE N1°23'54"E 545.00 FEET; THENCE N88°36' 06"W 775.00 FEET; THENCE S1°23' 54"W 170.88 FEET; THENCE N88°55' 26"W 329.77 FEET; THENCE N1°16'16"E 257.60 FEET; THENCE S87°45'52"E 200.38 FEET; THENCE N01°20'59"E 401.94 FEET; THENCE N87°52'40"W 199.56 FEET; THENCE N1°17'42"E 324.72 FEET; THENCE S88°40'47"E 349.37 FEET; N1°20'14"E 289.70 FEET; THENCE S88°29' 34"E 628.90 FEET; THENCE S37°58'57"E 62.27 FEET; THENCE S1°21'12"W 169.96 FEET; THENCE S88°29'34"E 206.00 FEET; THENCE N1°18'47"E 218.01 FEET; THENCE S88°29'34"E 343.09 FEET; THENCE S85°37'49"E 200.25 FEET; THENCE S88°29'34"E 164.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 64.46 ACRES MORE OR LESS.

REDEVELOPMENT PROJECT AREA 1
LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M. CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF AND THE SOUTHWEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAIL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF N88°29'34"W 164.03 FEET; THENCE N85°37'49"W 200.25 FEET; THENCE N88°29'34"W 185.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 62.75 FEET, THE CHORD OF WHICH BEARS S46°34'03"W 56.51 FEET; THENCE S01°37'40"W 86.99 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 152.89 FEET, THE CHORD OF WHICH BEARS S07°41'29"E 152.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 171.93 FEET, THE CHORD OF WHICH BEARS S07°43'03"E 171.18 FEET; THENCE S01°34'33"W 700.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 120.91 FEET, THE CHORD OF WHICH BEARS S07°52'26"W 120.67 FEET; THENCE S14°10'18"W 288.50 FEET; THENCE S88°27'31"W 25.48 FEET; THENCE S13°12'21"W 97.68 FEET; THENCE N88°36'06"W 161.05 FEET; THENCE N01°23'54"E 545.00 FEET; THENCE N88°36' 06"W 775.00 FEET; THENCE S01°23' 54"W 170.88 FEET; THENCE N88°55' 26"W 329.77 FEET; THENCE N01°16'16"E 257.60 FEET; THENCE S87°45'52"E 200.38 FEET; THENCE N01°20'59"E 401.94 FEET; THENCE N87°52'40"W 199.56 FEET; THENCE N01°17'42"E 324.72 FEET; THENCE S88°40'47"E 349.37 FEET; N01°20'14"E 289.70 FEET; THENCE S88°29' 34"E 628.90 FEET; THENCE S37°58'57"E 62.27 FEET; THENCE S01°21'12"W 169.96 FEET; THENCE S88°29'34"E 206.00 FEET; THENCE N01°18'47"E 218.01 FEET; THENCE S88°29'34"E 157.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.89 ACRES MORE OR LESS.

REDEVELOPMENT PROJECT AREA 2

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M. CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

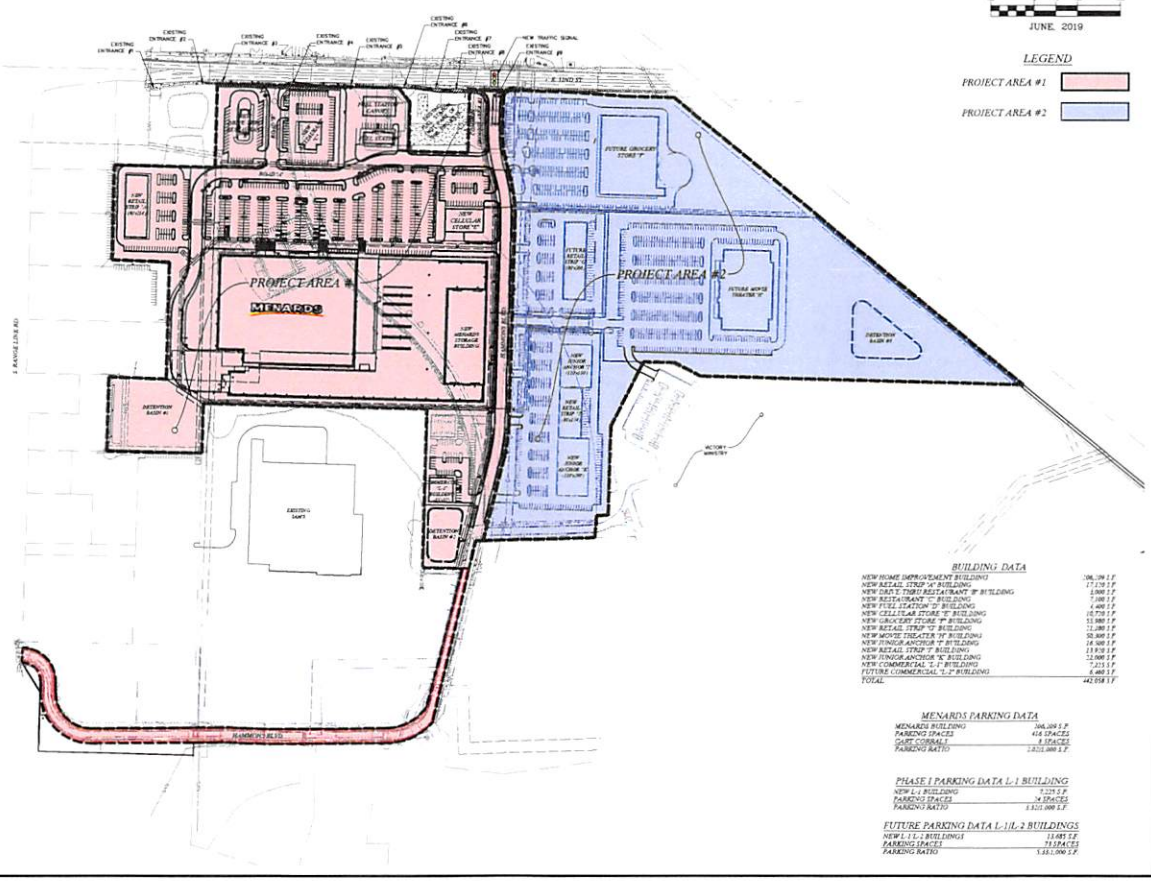
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF AND THE SOUTHWEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAIL ROAD; THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE S50°51'36"E 1562.74 FEET; THENCE DEPARTING SAID SOUTHWEST RIGHT OF WAY LINE N88°25'48"W 1117.64 FEET; THENCE N63°13'15"W 103.00 FEET; THENCE N88°25'48"W 106.34 FEET; THENCE S26°46'58"W 248.59 FEET; THENCE S01°34'12"W 305.87 FEET; THENCE S88°27'31"W 39.61 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1205.54 FEET, AN ARC LENGTH OF 75.52 FEET, THE CHORD OF WHICH BEARS S05°05'58"W 75.51 FEET; THENCE S88°27'31"W 385.79 FEET; THENCE N14°10'18"E 288.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 120.91 FEET, THE CHORD OF WHICH BEARS N07°52'26"E 120.67 FEET; THENCE N01°34'33"E 700.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 171.93 FEET, THE CHORD OF WHICH BEARS N07°43'03"W 171.18 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 152.89 FEET; THE CHORD OF WHICH BEARS N07°41'29"W 152.22 FEET; THENCE N01°37'40"E 86.99 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 62.75 FEET, THE CHORD OF WHICH BEARS N46°34'03"E 56.51 FEET; THENCE S88°29'34"E 185.62 FEET; THENCE S85°37'49"E 200.25 FEET; THENCE S88°29'34"E 164.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.57 ACRES MORE OR LESS.

EXHIBIT 2

SITE PLAN OF REDEVELOPMENT AREA

See Following Pages

OVERALL PRELIMINARY SITE PLAN 7.9



JUNE, 2019

LEGEND

PROJECT AREA #1

PROJECT AREA #2

BUILDING DATA

NEW HOME IMPROVEMENT BUILDING	206,209 S.F.
NEW RETAIL STRIP "A" BUILDING	17,170 S.F.
NEW DRIVE THRU RESTAURANT "B" BUILDING	3,000 S.F.
NEW RESTAURANT "C" BUILDING	7,100 S.F.
NEW FUEL STATION "D" BUILDING	4,400 S.F.
NEW CELLULAR STORE "E" BUILDING	10,710 S.F.
NEW GROCERY STORE "F" BUILDING	53,980 S.F.
NEW RETAIL STRIP "G" BUILDING	12,480 S.F.
NEW MOVIE THEATER "H" BUILDING	50,400 S.F.
NEW JUNIOR ANCHOR "I" BUILDING	14,500 S.F.
NEW RETAIL STRIP "J" BUILDING	13,930 S.F.
NEW JUNIOR ANCHOR "K" BUILDING	12,900 S.F.
NEW COMMERCIAL "L-1" BUILDING	7,215 S.F.
FUTURE COMMERCIAL "L-2" BUILDING	6,460 S.F.
TOTAL	442,958 S.F.

MENARDS PARKING DATA

MENARDS BUILDING	206,209 S.F.
PARKING SPACES	416 SPACES
CART CORRALS	8 SPACES
PARKING RATIO	1.8231.000 S.F.

PHASE I PARKING DATA L-1 BUILDING

NEW L-1 BUILDING	7,229 S.F.
PARKING SPACES	34 SPACES
PARKING RATIO	5.3231.000 S.F.

FUTURE PARKING DATA L-1/L-2 BUILDINGS

NEW L-1/L-2 BUILDINGS	13,685 S.F.
PARKING SPACES	73 SPACES
PARKING RATIO	5.33.1,000 S.F.

OCHRAN

3324 S. Jeanne Blvd. Suite A
Springfield, Missouri 65807

Tel 417-881-8909
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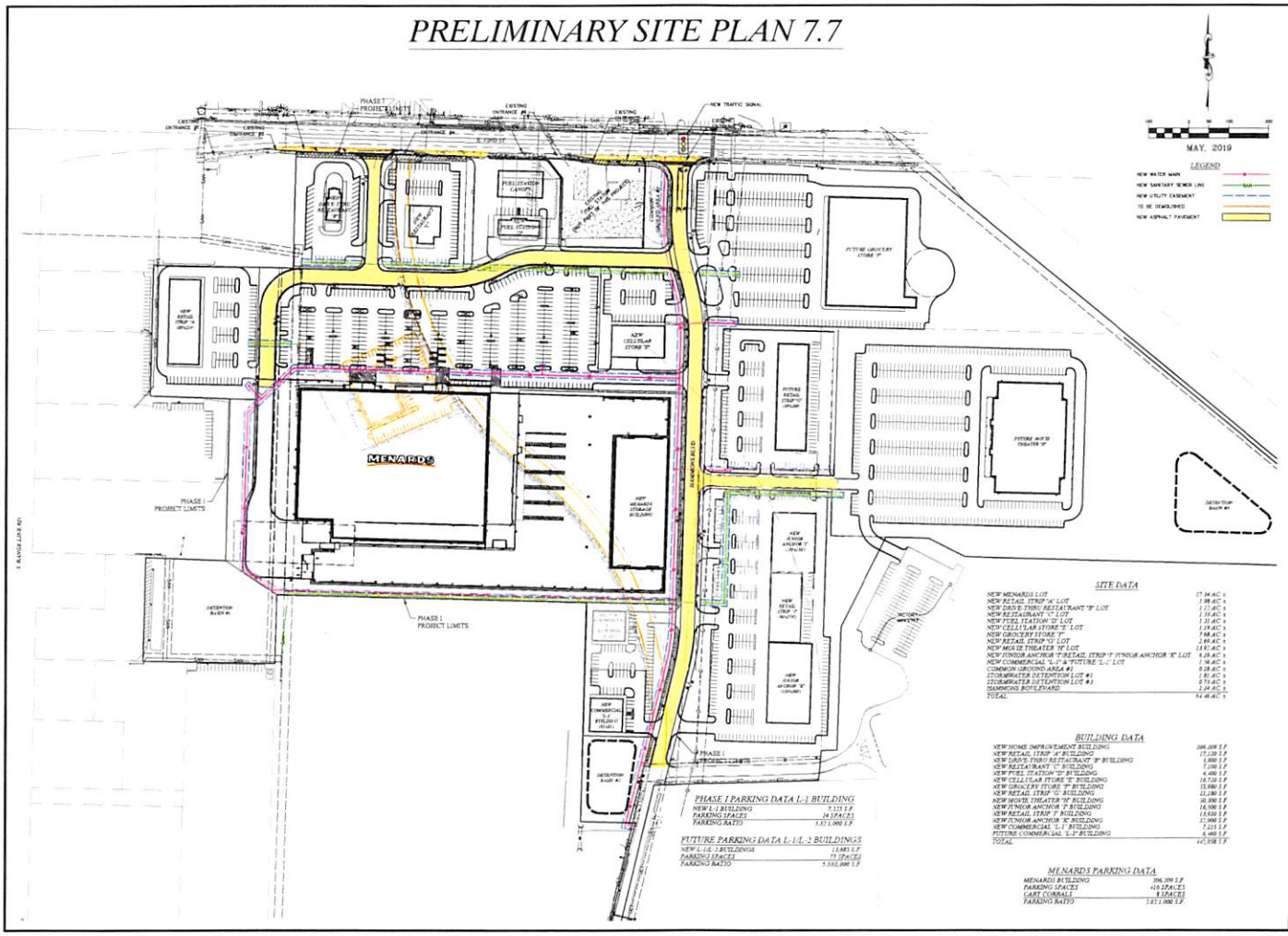
- Land Planning
- Civil Engineering
- Site Development
- Design / Consulting
- Project Planning

SITE IMPROVEMENTS
MENARDS
JOPLIN, MISSOURI

OVERALL PRELIMINARY SITE PLAN 7.9

DRAWN BY	BAB
DATE	JUNE 12, 2019
SCALE	1" = 150'
PROJECT NO.	18 - 7526
SHEET NO.	7.9

PRELIMINARY SITE PLAN 7.7



SITE DATA

NEW MENARDS LOT	17.94 AC ±
NEW RETAIL STRIP "A" LOT	1.98 AC ±
NEW DRIVE-THRU RESTAURANT "B" LOT	1.12 AC ±
NEW RESTAURANT "C" LOT	1.33 AC ±
NEW FUEL STATION "D" LOT	3.35 AC ±
NEW CELLULAR STORE "E" LOT	1.19 AC ±
NEW GROCERY STORE "F"	7.98 AC ±
NEW RETAIL STRIP "G" LOT	2.69 AC ±
NEW MOVIE THEATER "H" LOT	13.85 AC ±
NEW JUNIOR ANCHOR "I" RETAIL STRIP "J" JUNIOR ANCHOR "K" LOT	6.28 AC ±
NEW COMMERCIAL "L1" & "FUTURE L-2" LOT	1.96 AC ±
COMMON GROUND AREA #1	9.28 AC ±
STORMWATER DETENTION LOT #1	1.81 AC ±
STORMWATER DETENTION LOT #3	0.71 AC ±
HAMMONS BOYLEVARD	3.24 AC ±
TOTAL	94.46 AC ±

BUILDING DATA

NEW HOME IMPROVEMENT BUILDING	206,309 S.F.
NEW RETAIL STRIP "A" BUILDING	17,120 S.F.
NEW DRIVE-THRU RESTAURANT "B" BUILDING	5,000 S.F.
NEW RESTAURANT "C" BUILDING	7,100 S.F.
NEW FUEL STATION "D" BUILDING	4,400 S.F.
NEW CELLULAR STORE "E" BUILDING	10,710 S.F.
NEW GROCERY STORE "F" BUILDING	55,986 S.F.
NEW RETAIL STRIP "G" BUILDING	22,380 S.F.
NEW MOVIE THEATER "H" BUILDING	58,890 S.F.
NEW JUNIOR ANCHOR "I" BUILDING	16,500 S.F.
NEW RETAIL STRIP "J" BUILDING	13,920 S.F.
NEW JUNIOR ANCHOR "K" BUILDING	17,000 S.F.
NEW COMMERCIAL "L1" BUILDING	7,215 S.F.
FUTURE COMMERCIAL "L2" BUILDING	6,480 S.F.
TOTAL	472,938 S.F.

PHASE I PARKING DATA L-1 BUILDING

NEW L-1 BUILDING	7,215 S.F.
PARKING SPACES	24 SPACES
PARKING RATIO	3.83/1,000 S.F.

FUTURE PARKING DATA L-1/L-2 BUILDINGS

NEW L-1/L-2 BUILDINGS	13,695 S.F.
PARKING SPACES	75 SPACES
PARKING RATIO	5.50/1,000 S.F.

MENARDS PARKING DATA

MENARDS BUILDING	206,309 S.F.
PARKING SPACES	416 SPACES
CART CORRALS	8 SPACES
PARKING RATIO	3.83/1,000 S.F.

OCHRAN
3324 S. Independence Dr.
Joplin, Missouri 64804
417-781-0880 (Tel.)
417-781-1943 (Fax)
mail@ochran.com
• Land Surveying
• Site Development
• Transportation
• Utility Coordination
• Project Management
• General Consulting

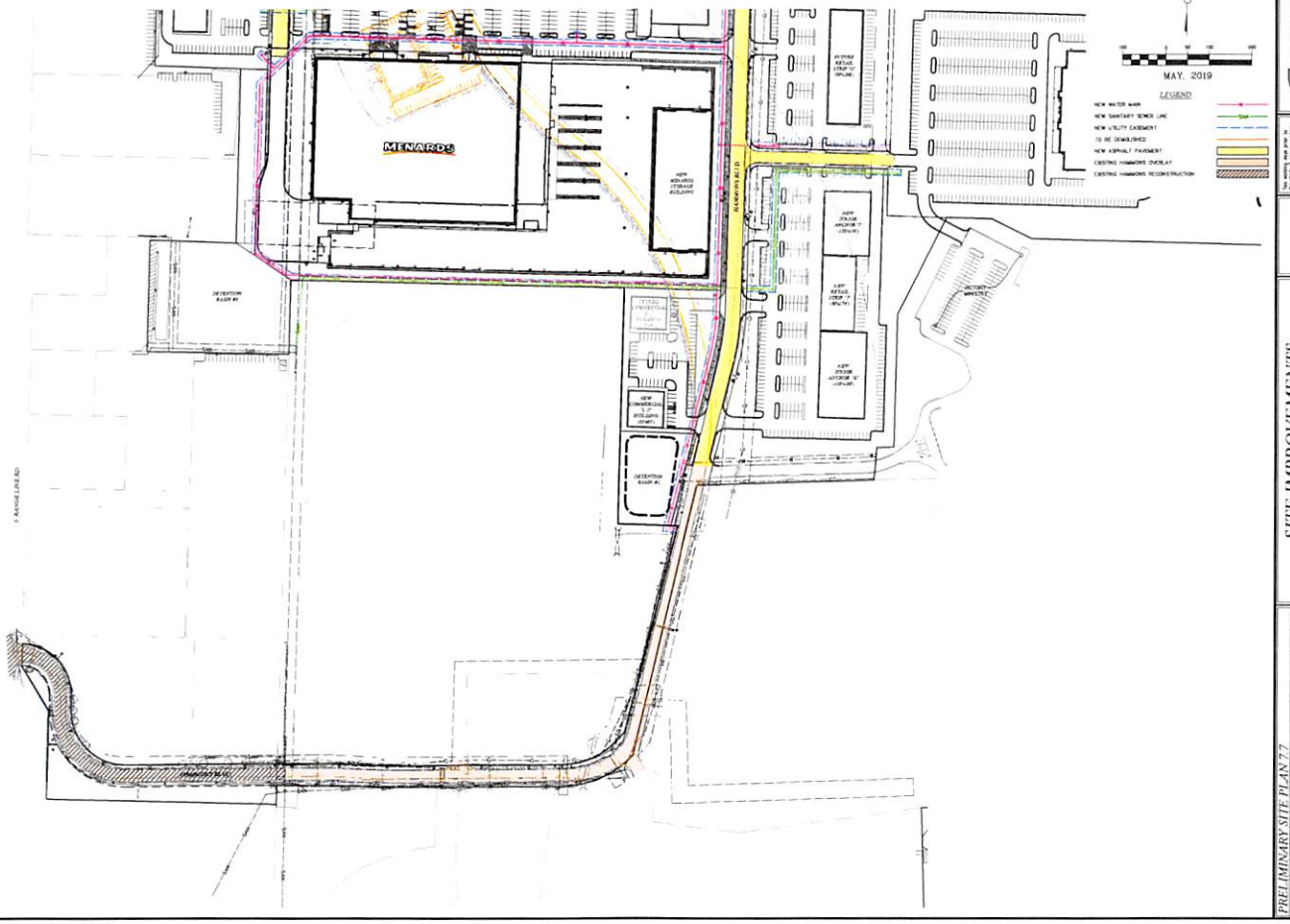
The drawing and plan as an instrument of service is and shall remain the property of OCHRAN. The drawing and plan as an instrument of service is not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining the expressed written permission and consent of OCHRAN.

SITE IMPROVEMENTS
MENARDS
JOPLIN, MISSOURI

PRELIMINARY SITE PLAN 7.7

DRAWN BY: SAB
DATE: MAY 3, 2019
SCALE: 1" = 100'
JOB NO.: 18-7526
DRAWING NO.: 7.7

PRELIMINARY SITE PLAN 7.7



OCHAN

SITE IMPROVEMENTS
MENARDS
JOPLIN, MISSOURI

PRELIMINARY SITE PLAN 7.7

BAB
MAY 3, 2019
1" = 100'
18-7526

2 of 2

EXHIBIT 3

ESTIMATED REDEVELOPMENT PROJECT COSTS

See following pages

Reimbursable Project Costs - Exhibit 3

Boomtown Shopping Center Joplin MO
Tax Increment Financing Plan

CATEGORY	COST	PRIVATE	REIMBURSABLE	REIMBURSABLE PHASE 1	REIMBURSABLE PHASE 2
Acquisition					
JDQH Property Contract	4,500,000	3,500,000	1,000,000	1,000,000	-
Additional JDQH Property Costs (Extension Fee)	50,000	-	50,000	50,000	-
BKD Accounting Property (To be demolished)	1,450,000	-	1,450,000	1,450,000	-
Hansen Vernon and Lucy Property	350,000	350,000	-	-	-
Farrin Trust Property (32nd Street New Stop Light Property ROW)	280,000	-	280,000	280,000	-
3.19 Acre Ministry Parcel 1 (New Hammonds BLVD ROW)	280,000	-	280,000	280,000	-
15 Acre Ministry Parcel 2	1,000,000	1,000,000	-	-	-
Performance Bond Costs of Public Infrastructure Work (2% of $4.5M)	90,000	-	90,000	90,000	-
Demolition	450,000	-	450,000	450,000	-
Relocation of Existing Businesses	500,000	250,000	250,000	250,000	-
Sitework (Menards)	2,000,000	1,000,000	1,000,000	1,000,000	-
Sitework (Grading, Sanitary/Storm Sewer, Utilities, Access Drives)					
General Conditions & Mobilization	365,000				
Erosion Control	140,000				
Demolition & Removals	340,420				
Site Grading	2,110,637				
Sanitary Sewer	339,550				
Storm Sewer	971,753				
Waterline	459,265				
Site Utilities	395,000				
Landscaping/Irrigation	250,000				
Contingency	805,744				
Engineering	317,586				
Subtotal	6,494,955		6,494,955	4,644,955	1,850,000
Public Street and Traffic Light Improvements	1,384,560	-	1,384,560	1,384,560	-
Hammonds Blvd Improvements (Mill, Overlay, Repair)	164,694	-	164,694	164,694	-
Buildings (Phase 1)	20,943,900	20,943,900	-	-	-
Buildings (Phase 2)	21,614,760	21,614,760	-	-	-
Soft Costs (Engineering, Professional Fees)	800,000	200,000	600,000	200,000	400,000
Pad Prep/Development (Phase 1)	3,000,000	1,500,000	1,500,000	1,000,000	500,000
Pad Prep/Development (Phase 2)	8,500,000	7,000,000	1,500,000	-	1,500,000
Construction Management	2,532,000	1,766,000	766,000	106,000	660,000
Project Administration	633,000	316,500	316,500	-	316,500
Leasing Commissions	850,000	850,000	-	-	-
Total:	77,867,869	60,291,160	17,576,709	12,350,209	5,226,500
				70%	30%

EXHIBIT 4

SOURCES OF FUNDS FOR ALL
ESTIMATED REDEVELOPMENT COSTS (ALL AMOUNTS ARE NPV)

Developer Equity and/or Debt	$60,291,160
Amount of Reimbursable Costs from Payments in Lieu of Taxes and Economic Activity Taxes	$17,576,709
TOTAL	$77,867,869

EXHIBIT 5

ESTIMATED ANNUAL INCREASES IN ASSESSED VALUE AND RESULTING PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES OVER LIFE OF PROJECT

See Following Pages

Exhibit 5
Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Public Revenues Projections (Summary)

PROJECT REVENUE	TOTAL GROSS (23 YEARS)	TOTAL NPV (23 YEARS) 5% DISCOUNT RATE
PILOTS	$ 4,722,333	$ 2,664,272
EATS	26,921,190	15,154,748
CID (NON-CAPTURED)	1,043,009	587,141
TOTAL PROJECT REVENUE	**$ 32,686,532**	**$ 18,406,162**
PROJECT 2		
PILOTS	$ 5,067,096	$ 2,859,874
EATS	19,228,020	10,824,031
CID (NON-CAPTURED)	4,130,617	2,325,248
TOTAL PROJECT REVENUE	**$ 28,425,732**	**$ 16,009,154**
ALL PROJECTS		
TOTAL PROJECT REVENUE	**$ 61,112,264**	**$ 34,415,315**

ALL AMOUNTS ABOVE ARE NET OF ADMINISTRATIVE FEES.

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
PILOTs Assumptions

GROWTH, DISCOUNT AND OTHER RATES	
BI-ANNUAL GROWTH RATE REAL PROPERTY VALUE	1%
COMMERCIAL ASSESSMENT RATE	32%
PILOTs Surplus %	25%
DISCOUNT RATE / INTEREST RATE	5%
COUNTY ASSESSOR/COLLECTOR	1.6%
CITY ADMINISTRATIVE FEE (MAXIMUM)	2.0%

REAL PROPERTY LEVY RATES			
		LEVY	PILOT %
MENTAL HEALTH		0.0833%	1.88%
SCHOOL DISTRICT		3.6964%	83.21%
HEALTH		0.0500%	1.13%
CITY		0.1797%	4.05%
COUNTY		0.0000%	0.00%
NEWTON COUNTY FAIR		0.0100%	0.23%
JOPLIN SPECIAL ROAD DISTRICT		0.2270%	5.11%
LIBRARY		0.1000%	2.25%
AMBULANCE (50% NOT CAPTURED)		0.1919%	2.16%
HANDICAP WORKSHOP (NOT CAPTURED)		0.0501%	
BLIND PENSION (NOT CAPTURED)		0.0300%	
REPLACEMENT (NOT CAPTURED)		0.4000%	
TOTAL TIF CAPTURED LEVY RATE		4.44235%	100.00%
TOTAL LEVY RATE		5.01840%	

PRE- AND POST-REDEVELOPMENT APPRAISED AND ASSESSED VALUES

PROJECT 2

INITIAL APPRAISED VALUE (TOTAL)	$937,469	INITIAL ASSESSED VALUE LAND	$279,990
INITIAL APPRAISED VALUE (AGRICULTURE)	$100,000		
INITIAL APPRAISED VALUE (COMMERCIAL)	$837,469		
EQUALIZED APPRAISED VALUE	$20,943,900	EQUALIZED ASSESSED VALUE LAND	$6,702,048

PROJECT 2

INITIAL APPRAISED VALUE LAND	$36,438	INITIAL ASSESSED VALUE LAND	$11,660
EQUALIZED APPRAISED VALUE LAND	$21,614,760	EQUALIZED ASSESSED VALUE LAND	$6,916,723

NOTES

1. STATE BLIND PENSION TAX LEVY, SHELTERED WORKSHOP TAX LEVY AND MERCHANTS AND MANUFACTURERS REPLACEMENT TAX LEVY ARE NOT CAPTURED BY TIF.
2. AMBULANCE DISTRICTS ASSUME A 50% PILOTs CAPTURE FOR THE ENTIRE 23 YEAR TERM.

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Public Revenues Projections (Summary)

PROJECT 1 - PILOTS

TIF YEAR	INITIAL ASSESSED LAND & IMPV	EC ASSESSED LAND & IMPV	INCREMENT	PILOT	COUNTY FEE	CITY ADMIN FEE	SURPLUS	PILOT TOTAL
1	279,990	279,990	-	-	-	-	-	-
2	279,990	6,702,048	6,422,058	285,290	(4,565)	(5,706)	(71,323)	**203,697**
3	279,990	6,702,048	6,422,058	285,290	(4,565)	(5,706)	(71,323)	**203,697**
4	279,990	6,769,068	6,489,079	288,268	(4,612)	(5,765)	(72,067)	**205,823**
5	279,990	6,769,068	6,489,079	288,268	(4,612)	(5,765)	(72,067)	**205,823**
6	279,990	6,836,759	6,556,769	291,275	(4,660)	(5,825)	(72,819)	**207,970**
7	279,990	6,836,759	6,556,769	291,275	(4,660)	(5,825)	(72,819)	**207,970**
8	279,990	6,905,127	6,625,137	294,312	(4,709)	(5,886)	(73,578)	**210,139**
9	279,990	6,905,127	6,625,137	294,312	(4,709)	(5,886)	(73,578)	**210,139**
10	279,990	6,974,178	6,694,188	297,379	(4,758)	(5,948)	(74,345)	**212,329**
11	279,990	6,974,178	6,694,188	297,379	(4,758)	(5,948)	(74,345)	**212,329**
12	279,990	7,043,920	6,763,930	300,477	(4,808)	(6,010)	(75,119)	**214,541**
13	279,990	7,043,920	6,763,930	300,477	(4,808)	(6,010)	(75,119)	**214,541**
14	279,990	7,114,359	6,834,369	303,607	(4,858)	(6,072)	(75,902)	**216,775**
15	279,990	7,114,359	6,834,369	303,607	(4,858)	(6,072)	(75,902)	**216,775**
16	279,990	7,185,503	6,905,513	306,767	(4,908)	(6,135)	(76,692)	**219,032**
17	279,990	7,185,503	6,905,513	306,767	(4,908)	(6,135)	(76,692)	**219,032**
18	279,990	7,257,358	6,977,368	309,959	(4,959)	(6,199)	(77,490)	**221,311**
19	279,990	7,257,358	6,977,368	309,959	(4,959)	(6,199)	(77,490)	**221,311**
20	279,990	7,329,931	7,049,941	313,183	(5,011)	(6,264)	(78,296)	**223,613**
21	279,990	7,329,931	7,049,941	313,183	(5,011)	(6,264)	(78,296)	**223,613**
22	279,990	7,403,231	7,123,241	316,439	(5,063)	(6,329)	(79,110)	**225,938**
23	279,990	7,403,231	7,123,241	316,439	(5,063)	(6,329)	(79,110)	**225,938**
			GROSS PILOTS	**$ 6,613,912**	**$ (105,823)**	**$ (132,278)**	**$ (1,653,478)**	**$ 4,722,333**
			NPV PILOTS	**$ 3,918,048**	**$ (59,704)**	**$ (74,629)**	**$ (932,868)**	**$ 2,664,272**

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Public Revenues Projections (Summary)

PROJECT 2 - PILOTS

TIF YEAR	INITIAL ASSESSED LAND & IMPV	EQ ASSESSED LAND & IMPV	INCREMENT	PILOT	COUNTY FEE	CITY ADMIN FEE	SURPLUS	PILOT TOTAL
1	11,660	11,660	-	-	-	-	-	0
2	11,660	6,916,723	6,905,063	306,747	(4,908)	(6,135)	(76,687)	**219,017**
3	11,660	6,916,723	6,905,063	306,747	(4,908)	(6,135)	(76,687)	**219,017**
4	11,660	6,985,890	6,974,230	309,820	(4,957)	(6,196)	(77,455)	**221,211**
5	11,660	6,985,890	6,974,230	309,820	(4,957)	(6,196)	(77,455)	**221,211**
6	11,660	7,055,749	7,044,089	312,923	(5,007)	(6,258)	(78,231)	**223,427**
7	11,660	7,055,749	7,044,089	312,923	(5,007)	(6,258)	(78,231)	**223,427**
8	11,660	7,126,307	7,114,647	316,058	(5,057)	(6,321)	(79,014)	**225,665**
9	11,660	7,126,307	7,114,647	316,058	(5,057)	(6,321)	(79,014)	**225,665**
10	11,660	7,197,570	7,185,910	319,223	(5,108)	(6,384)	(79,806)	**227,925**
11	11,660	7,197,570	7,185,910	319,223	(5,108)	(6,384)	(79,806)	**227,925**
12	11,660	7,269,546	7,257,886	322,421	(5,159)	(6,448)	(80,605)	**230,208**
13	11,660	7,269,546	7,257,886	322,421	(5,159)	(6,448)	(80,605)	**230,208**
14	11,660	7,342,241	7,330,581	325,650	(5,210)	(6,513)	(81,413)	**232,514**
15	11,660	7,342,241	7,330,581	325,650	(5,210)	(6,513)	(81,413)	**232,514**
16	11,660	7,415,663	7,404,003	328,912	(5,263)	(6,578)	(82,228)	**234,843**
17	11,660	7,415,663	7,404,003	328,912	(5,263)	(6,578)	(82,228)	**234,843**
18	11,660	7,489,820	7,478,160	332,206	(5,315)	(6,644)	(83,052)	**237,195**
19	11,660	7,489,820	7,478,160	332,206	(5,315)	(6,644)	(83,052)	**237,195**
20	11,660	7,564,718	7,553,058	335,533	(5,369)	(6,711)	(83,883)	**239,571**
21	11,660	7,564,718	7,553,058	335,533	(5,369)	(6,711)	(83,883)	**239,571**
22	11,660	7,640,365	7,628,705	338,894	(5,422)	(6,778)	(84,723)	**241,970**
23	11,660	7,640,365	7,628,705	338,894	(5,422)	(6,778)	(84,723)	**241,970**
		GROSS PILOTS		**$7,096,773**	**(113,548)**	**(141,935)**	**(1,774,193)**	**$5,067,096**
		NPV PILOTS		**$4,205,697**	**(67,291)**	**(84,114)**	**(1,051,424)**	**$2,859,874**

PROJECTS 1 & 2 - NET PILOTS

TIF YEAR	GROSS PILOTS	SURPLUS DIST PILOTS	COUNTY FEE	ADMIN FEE	NET PILOTS
1	$ -	$ -	$ -	$ -	$ -
2	285,290	(71,323)	(4,565)	(5,705.81)	**203,697**
3	592,037	(148,009)	(9,473)	(11,840.75)	**422,715**
4	595,015	(148,754)	(9,520)	(11,900.29)	**424,840**
5	598,087	(149,522)	(9,569)	(11,961.75)	**427,034**
6	601,094	(150,274)	(9,618)	(12,021.89)	**429,181**
7	604,198	(151,049)	(9,667)	(12,083.95)	**431,397**
8	607,235	(151,809)	(9,716)	(12,144.70)	**433,566**
9	610,369	(152,592)	(9,766)	(12,207.39)	**435,804**
10	613,437	(153,359)	(9,815)	(12,268.74)	**437,994**
11	616,603	(154,151)	(9,866)	(12,332.05)	**440,254**
12	619,701	(154,925)	(9,915)	(12,394.01)	**442,466**
13	622,898	(155,725)	(9,966)	(12,457.96)	**444,749**
14	626,027	(156,507)	(10,016)	(12,520.55)	**446,983**
15	629,257	(157,314)	(10,068)	(12,585.13)	**449,289**
16	632,417	(158,104)	(10,119)	(12,648.34)	**451,546**
17	635,679	(158,920)	(10,171)	(12,713.58)	**453,875**
18	638,871	(159,718)	(10,222)	(12,777.42)	**456,154**
19	642,165	(160,541)	(10,275)	(12,843.30)	**458,506**
20	645,389	(161,347)	(10,326)	(12,907.78)	**460,808**
21	648,716	(162,179)	(10,379)	(12,974.33)	**463,183**
22	651,973	(162,993)	(10,432)	(13,039.45)	**465,508**
23	655,333	(163,833)	(10,485)	(13,106.66)	**467,908**
24	338,894	(84,723)	(5,422)	(6,777.88)	**241,970**
GROSS PILOTS	**$13,710,685**	**(3,427,671)**	**(219,371)**	**(274,214)**	**$9,789,429**
NPV PILOTS	**$7,923,473**	**(1,980,868)**	**(126,776)**	**(158,469)**	**$5,657,360**

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
EATs Assumptions

GROWTH AND OTHER RATES	
ANNUAL GROWTH RATE SALES	1%
TIMELY SALES TAX PAYMENT DISCOUNT	2%
STATE'S COLLECTION FEE	1%
ADMINISTRATIVE FEE (MAXIMUM)	2.0%
DISCOUNT RATE / INTEREST RATE	5%

SALES TAX RATES	RATE	PORTION CAPTURED BY TIF
COUNTY	1.125%	50%
CITY	2.625%	50%
PROPOSED CID	1.000%	50%
STATE GENERAL	3.000%	0%
STATE EDUCATION	1.000%	0%
STATE OTHER	0.225%	0%

POST-REDEVELOPMENT TAXABLE SALES

USE	AVG SALES/SQ	BUILDING SF	BASE	ANNUAL SALES
Project 1	225	261,389	-	$ 58,765,000
Project 2	191	179,980	-	$ 34,443,500
TOTAL				$ 93,208,500

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Public Revenues Projections (Summary)

PROJECT 1

TIF YEAR	ANNUAL RETAIL SALES	BASELINE RETAIL SALES	ANNUAL SALES INCREMENT	COUNTY TOTAL TAXES SUBJECT TO TIF	CITY TOTAL TAXES SUBJECT TO TIF	PROPOSED CID TOTAL TAXES SUBJECT TO TIF	TOTAL TAX EATS CAPTURE	ADMINISTRATIVE FEE	EATS
1	$ 14,691,250	$ -	14,691,250	160,351	374,153	21,095	555,600	(5,556)	**272,244**
2	58,765,000	-	58,765,000	641,405	1,496,612	84,380	2,222,398	(22,224)	**1,088,975**
3	59,352,650	-	59,352,650	647,819	1,511,578	85,224	2,244,622	(22,446)	**1,099,865**
4	59,946,177	-	59,946,177	654,298	1,526,694	86,076	2,267,068	(22,671)	**1,110,863**
5	60,545,638	-	60,545,638	660,841	1,541,961	86,937	2,289,739	(22,897)	**1,121,972**
6	61,151,095	-	61,151,095	667,449	1,557,381	87,807	2,312,636	(23,126)	**1,133,192**
7	61,762,606	-	61,762,606	674,123	1,572,955	88,685	2,335,763	(23,358)	**1,144,524**
8	62,380,232	-	62,380,232	680,865	1,588,684	89,572	2,359,120	(23,591)	**1,155,969**
9	63,004,034	-	63,004,034	687,673	1,604,571	90,467	2,382,712	(23,827)	**1,167,529**
10	63,634,074	-	63,634,074	694,550	1,620,617	91,372	2,406,539	(24,065)	**1,179,204**
11	64,270,415	-	64,270,415	701,496	1,636,823	92,286	2,430,604	(24,306)	**1,190,996**
12	64,913,119	-	64,913,119	708,510	1,653,191	93,208	2,454,910	(24,549)	**1,202,906**
13	65,562,250	-	65,562,250	715,596	1,669,723	94,141	2,479,459	(24,795)	**1,214,935**
14	66,217,873	-	66,217,873	722,752	1,686,420	95,082	2,504,254	(25,043)	**1,227,084**
15	66,880,052	-	66,880,052	729,979	1,703,284	96,033	2,529,296	(25,293)	**1,239,355**
16	67,548,852	-	67,548,852	737,279	1,720,317	96,993	2,554,589	(25,546)	**1,251,749**
17	68,224,341	-	68,224,341	744,652	1,737,520	97,963	2,580,135	(25,801)	**1,264,266**
18	68,906,584	-	68,906,584	752,098	1,754,896	98,943	2,605,936	(26,059)	**1,276,909**
19	69,595,650	-	69,595,650	759,619	1,772,445	99,932	2,631,996	(26,320)	**1,289,678**
20	70,291,606	-	70,291,606	767,215	1,790,169	100,931	2,658,316	(26,583)	**1,302,575**
21	70,994,522	-	70,994,522	774,887	1,808,071	101,941	2,684,899	(26,849)	**1,315,600**
22	71,704,468	-	71,704,468	782,636	1,826,151	102,960	2,711,748	(27,117)	**1,328,756**
23	72,421,512	-	72,421,512	790,463	1,844,413	103,990	2,738,865	(27,389)	**1,342,044**
TOTAL GROSS				$ 15,856,556	$ 36,998,630	$ 2,086,018	$ 54,941,204	$ (549,412)	$ 26,921,190
TOTAL NPV				$ 8,926,133	$ 20,827,643	$ 1,174,282	$ 30,928,058	$ (309,281)	$ 15,154,748

1. STATE ALLOWS RETAILERS TO RETAIN 2% PAYMENT DISCOUNT FOR ALL SALES TAXES FILED AND PAID BY DUE DATE.
2. STATE COLLECTION FEE OF 1%
3. EATS INCLUDE 50% OF CITY AND COUNTY SALES TAXES
4. CID DOES NOT INCLUDE HOME IMPROVEMENT STORE

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Public Revenues Projections (Summary)

PROJECT 2									
TIF YEAR	ANNUAL RETAIL SALES	BASELINE RETAIL SALES	ANNUAL SALES INCREMENT	COUNTY TOTAL TAXES SUBJECT TO TIF	CITY TOTAL TAXES SUBJECT TO TIF	PROPOSED CID	TOTAL TAX SUBJECT TO EATS CAPTURE	ADMINISTRATIVE FEE	TOTAL EATS
1	$ 8,610,875	$ -	$ 8,610,875	$ 93,986	$ 219,300	$ 83,543	$ 396,828	$ (3,968)	$ **194,446**
2	34,443,500	-	34,443,500	375,942	877,198	334,171	1,587,311	(15,873)	**777,783**
3	34,787,935	-	34,787,935	379,702	885,970	337,513	1,603,185	(16,032)	**785,560**
4	35,135,814	-	35,135,814	383,499	894,830	340,888	1,619,216	(16,192)	**793,416**
5	35,487,172	-	35,487,172	387,334	903,778	344,297	1,635,409	(16,354)	**801,350**
6	35,842,044	-	35,842,044	391,207	912,816	347,740	1,651,763	(16,518)	**809,364**
7	36,200,465	-	36,200,465	395,119	921,944	351,217	1,668,280	(16,683)	**817,457**
8	36,562,469	-	36,562,469	399,070	931,164	354,729	1,684,963	(16,850)	**825,632**
9	36,928,094	-	36,928,094	403,061	940,475	358,276	1,701,813	(17,018)	**833,888**
10	37,297,375	-	37,297,375	407,092	949,880	361,859	1,718,831	(17,188)	**842,227**
11	37,670,349	-	37,670,349	411,162	959,379	365,478	1,736,019	(17,360)	**850,649**
12	38,047,052	-	38,047,052	415,274	968,973	369,133	1,753,379	(17,534)	**859,156**
13	38,427,523	-	38,427,523	419,427	978,663	372,824	1,770,913	(17,709)	**867,747**
14	38,811,798	-	38,811,798	423,621	988,449	376,552	1,788,622	(17,886)	**876,425**
15	39,199,916	-	39,199,916	427,857	998,334	380,318	1,806,509	(18,065)	**885,189**
16	39,591,915	-	39,591,915	432,136	1,008,317	384,121	1,824,574	(18,246)	**894,041**
17	39,987,834	-	39,987,834	436,457	1,018,400	387,962	1,842,819	(18,428)	**902,981**
18	40,387,713	-	40,387,713	440,822	1,028,584	391,842	1,861,248	(18,612)	**912,011**
19	40,791,590	-	40,791,590	445,230	1,038,870	395,760	1,879,860	(18,799)	**921,131**
20	41,199,506	-	41,199,506	449,682	1,049,259	399,718	1,898,659	(18,987)	**930,343**
21	41,611,501	-	41,611,501	454,179	1,059,751	403,715	1,917,645	(19,176)	**939,646**
22	42,027,616	-	42,027,616	458,721	1,070,349	407,752	1,936,822	(19,368)	**949,043**
23	42,447,892	-	42,447,892	463,308	1,081,052	411,829	1,956,190	(19,562)	**958,533**
TOTAL GROSS	$ 9,293,887	$ 21,685,737	$ 8,261,233	$ 39,240,857	$ (392,409)	$ 19,228,020			
TOTAL NPV	$ 5,231,809	$ 12,207,554	$ 4,650,497	$ 22,089,860	$ (220,899)	$ 10,824,031			

ALL PROJECT AREAS - NET EATS			
TIF YEAR	GROSS EATS	ADMINISTRATIVE FEE	TOTAL NET EATS
1	$ 277,800	$ (5,556)	$ **272,244**
2	1,309,613	(26,192)	**1,283,421**
3	1,915,967	(38,319)	**1,877,647**
4	1,935,126	(38,703)	**1,896,424**
5	1,954,478	(39,090)	**1,915,388**
6	1,974,022	(39,480)	**1,934,542**
7	1,993,763	(39,875)	**1,953,887**
8	2,013,700	(40,274)	**1,973,426**
9	2,033,837	(40,677)	**1,993,161**
10	2,054,176	(41,084)	**2,013,092**
11	2,074,717	(41,494)	**2,033,223**
12	2,095,465	(41,909)	**2,053,555**
13	2,116,419	(42,328)	**2,074,091**
14	2,137,583	(42,752)	**2,094,832**
15	2,158,959	(43,179)	**2,115,780**
16	2,180,549	(43,611)	**2,136,938**
17	2,202,354	(44,047)	**2,158,307**
18	2,224,378	(44,488)	**2,179,890**
19	2,246,622	(44,932)	**2,201,689**
20	2,269,088	(45,382)	**2,223,706**
21	2,291,779	(45,836)	**2,245,943**
22	2,314,697	(46,294)	**2,268,403**
23	2,337,844	(46,757)	**2,291,087**
24	978,095	(19,562)	**958,533**
			-
			-
	$ 47,091,031	$ (941,821)	$ 46,149,210
	$ 25,983,010	$ (519,660)	$ 25,463,349

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Public Revenues Projections (Summary)

Proposed Boomtown CID Project 1					Proposed Boomtown CID Project 2					ALL PROJECT AREAS - CID
CID YEAR	POST REDEV RETAIL SALES	TOTAL CID SALES TAX	CID SALES TAX CAPT'D AS EATS	NON-EATS CID REVENUE	CID YEAR	POST REDEV RETAIL SALES	TOTAL CID SALES TAX	CID SALES TAX CAPT'D AS EATS	NON-EATS CID REVENUE	CID YEAR	NON-EATS CID REVENUE
1	$ 2,174,305	$ 21,095	$ 10,548	$ 10,548		$ -	$ -	$ -	$ -	1	$ 10,548
2	8,697,220	84,380	42,190	42,190	1	8,610,875	83,543	41,771	41,771	2	83,962
3	8,784,192	85,224	42,612	42,612	2	34,443,500	334,171	167,085	167,085	3	209,698
4	8,872,034	86,076	43,038	43,038	3	34,787,935	337,513	168,756	168,756	4	211,795
5	8,960,754	86,937	43,469	43,469	4	35,135,814	340,888	170,444	170,444	5	213,912
6	9,050,362	87,807	43,903	43,903	5	35,487,172	344,297	172,148	172,148	6	216,052
7	9,140,866	88,685	44,342	44,342	6	35,842,044	347,740	173,870	173,870	7	218,212
8	9,232,274	89,572	44,786	44,786	7	36,200,465	351,217	175,608	175,608	8	220,394
9	9,324,597	90,467	45,234	45,234	8	36,562,469	354,729	177,365	177,365	9	222,598
10	9,417,843	91,372	45,686	45,686	9	36,928,094	358,276	179,138	179,138	10	224,824
11	9,512,021	92,286	46,143	46,143	10	37,297,375	361,859	180,930	180,930	11	227,072
12	9,607,142	93,208	46,604	46,604	11	37,670,349	365,478	182,739	182,739	12	229,343
13	9,703,213	94,141	47,070	47,070	12	38,047,052	369,133	184,566	184,566	13	231,637
14	9,800,245	95,082	47,541	47,541	13	38,427,523	372,824	186,412	186,412	14	233,953
15	9,898,248	96,033	48,016	48,016	14	38,811,798	376,552	188,276	188,276	15	236,292
16	9,997,230	96,993	48,497	48,497	15	39,199,916	380,318	190,159	190,159	16	238,655
17	10,097,202	97,963	48,982	48,982	16	39,591,915	384,121	192,060	192,060	17	241,042
18	10,198,174	98,943	49,471	49,471	17	39,987,834	387,962	193,981	193,981	18	243,452
19	10,300,156	99,932	49,966	49,966	18	40,387,713	391,842	195,921	195,921	19	245,887
20	10,403,158	100,931	50,466	50,466	19	40,791,590	395,760	197,880	197,880	20	248,346
21	10,507,189	101,941	50,970	50,970	20	41,199,506	399,718	199,859	199,859	21	250,829
22	10,612,261	102,960	51,480	51,480	21	41,611,501	403,715	201,857	201,857	22	253,337
23	10,718,384	103,990	51,995	51,995	22	42,027,616	407,752	203,876	203,876	23	255,871
					23	42,447,892	411,829	205,915	205,915	24	205,915
	NON-EATS CID SALES TAX REVENUE (GROSS)			$ 1,043,009		NON-EATS CID SALES TAX REVENUE (GROSS)			$ 4,130,617		$ 5,173,626
	NON-EATS CID SALES TAX REVENUE (NPV)			587,141		NON-EATS CID SALES TAX REVENUE (NPV)			2,325,248		2,801,663

NOTES

1. CIDS MAY IMPOSE TAXES ON ALL SALES TAXABLE UNDER 144.010 TO 144.525.
2. CID TERM MAY LAST LONGER THAN THE TERMS PROJECTED ABOVE.

EXHIBIT 6

EVIDENCE OF FINANCING COMMITMENT

See Following Page

First State
Community Bank

April 3, 2019

Denali Summit, LLC
Attn: Gary Prewitt
12 Allen Road
Eldon, MO 65026

Re: Boomtown Central Shopping TIF, Joplin, Missouri

Dear Mr. Prewitt,

We have reviewed the preliminary information that you have furnished. The project seems well conceived and designed to fill a need in the community. We are excited about being a part of this project.

The purpose of this letter is to indicate our interest in providing funds to finance this proposed project. This loan will be subject to the bank's satisfactory review of all conditions outlined below, as well as customary due diligence, final underwriting, loan committee approval, and agreement to the bank's proposed terms.

Any bank financing would be conditioned upon the following: The proposed project receives all of the necessary City approvals for planning and economic development incentive programs such as Tax Increment Financing, and contingent upon final approval of the Boomtown Shopping Center Tax Increment Financing Redevelopment Plan.

We look forward to working with you to provide financing necessary to complete the Boomtown Central Shopping project to be performed by your development team.

We recognize that this letter will be submitted to the City of Joplin, Missouri for the purpose of reviewing the potential financing arrangements under consideration.

Very Truly Yours,

Patrick C McGinnis
Executive Vice President

EXHIBIT 7

BLIGHT DETERMINATION

See Following Pages

Boomtown Central Redevelopment Area

Blight Study

Denali Summit, LLC

Joplin, Missouri
March 18, 2019

STERRETTURBAN LLC

Boomtown Central Redevelopment Area

Blight Study

Denali Summit, LLC

Joplin, Missouri
March 18, 2019

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Section I: **Introduction**
Definitions
Study Methodology
Previous Findings
Legal Description
Ownership
Report Format
Boundary Map

Section II: **Area Overview and Description**
Property Data – Description & Context
Demographics

Section III: **Determination of Blight Study Conditions**
Blight Defined

Cause Factors
Defective or Inadequate Street Layout
Insanitary or Unsafe Conditions
Deterioration of Site Improvements
Improper Subdivision or Obsolete Platting
Endangerment of Life or Property by Fire and Other Causes
Summary of Factors

Effect Factors
Economic Liability

Conclusion

Appendices
Appendix A Property Ownership & Legal Descriptions
Appendix B Property Valuation & Taxes
Appendix C Summary of Properties and Blighting Factors Present
Appendix D Certification / Assumptions & Limiting Conditions / Qualifications

Section I

Introduction

The following report, the Boomtown Central Redevelopment Area Blight Study, was completed in March 2019. The proposed redevelopment area is located in Joplin, Newton County, Missouri and includes a total of five (5) tax parcels (four in whole and a portion of one other parcel) located immediately south of East 32nd Street (Highway FF), east of those properties fronting South Range Line Road, and west of the Kansas City Southern Railroad.

The purpose of this analysis is to determine if the proposed Boomtown Central Redevelopment Area (the "Study Area") in Joplin, Missouri evidences a "blighted area" as defined in the Real Property Tax Increment Allocation Redevelopment Act – Sections 99.800 to 99.865 R.S.Mo. (the "Act"), and if the Study Area does not evidence a blighted area, determine if the Study Area qualifies as a "conservation area" or "economic development area" as defined by the Act.

The consultant visited the proposed redevelopment area in March 2019. The effective date of this study is March 18, 2019, the date of inspection.

The Study Area encompasses in whole or in part five (5) property tax parcels and approximately 64.46 acres of fee simple property and right of way.

Definitions

Tax Increment Financing ("TIF") is a financing/development tool that allows for new increments of tax revenues resulting from a specified redevelopment above past taxes on the property (payments in lieu of taxes, or "PILOTS") to be used to pay for approved project-related costs, infrastructure and capital improvements. In addition to PILOTS, fifty percent of certain incremental local taxes generated by economic activities in the redevelopment area, such as sales taxes and taxes on utility gross receipts (economic activity taxes, or "EATs"), may be used to pay for approved project-related costs.

Projects using TIF must have plans approved through the Tax Increment Financing Commission ("TIFC") of the City of Joplin, Missouri and the City of Joplin, Missouri City Council. Missouri Statute requires that TIF projects be only redevelopment projects which would not reasonably be expected to develop without the assistance of TIF (often referred to as "but for").

In order for the TIFC to implement a tax increment financing plan pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Missouri Revised Statutes, Section 99.800 et seq., 1982, as amended (the "Act"), the City Council of Joplin, Missouri must determine by ordinance that the redevelopment area described by the TIF Plan qualifies under the Act as: 1) a blighted area; 2) a conservation area; or 3) an

economic development area; and that such redevelopment area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the TIF Plan.

RSMo. 99.805 provides the following definitions for a blighted area, conservation area, or economic development area:

"Blighted area", an area which, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; (RSMo. Ch. 99.805(1)).

"Conservation area", any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, morals, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997; (RSMo. Ch. 99.805(3)).

"Economic development area", any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of this section, and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will:

(a) Discourage commerce, industry or manufacturing from moving their operations to another state; or

(b) Result in increased employment in the municipality; or

(c) Result in preservation or enhancement of the tax base of the municipality; (RSMo. Ch. 99.805(5)).

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the proposed redevelopment area. According to state law, it is unnecessary for every condition of blight to be present in order to be eligible as a redevelopment area. Rather, an area can be qualified as a blighted area when as few as one or more conditions are present. The conditions need not be present in each

parcel, but must be found in the study area as a whole. With this understanding, the Blight Study presents an overview of factors within the Study Area including a review of environmental conditions sufficient to make a determination of a blighted area. The "Summary of Findings" provides conclusions regarding the analysis and presence of blight in key areas; however, the City Council of Joplin, Missouri will make a final determination of a blighted area for the entire study area based on the extent to which conditions constitute a liability for the Study Area.

Study Methodology

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration. Qualifying blight conditions throughout the study area were identified and analyzed to produce a chart demonstrating blight conditions present in the Study Area.

Field investigations were conducted to document physical conditions within the categories of blight set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through Newton County and analyzed. Additional supplemental and updated information was obtained through various reports and studies prepared or commissioned by the City of Joplin and other public entities.

Previous Findings

Study Area

The Study Area is not included in a previously approved redevelopment plan, in whole or in part.

Adjoining Areas

Redevelopment plans, particularly those with a finding of blight, do exist near the Study Area (within approximately one mile). The catastrophic EF-5 tornado that struck the southern part of Joplin in 2011 was about 1,000 feet north of the Study Area at its closest. As a result of the historic damage the City formed the Recovery Tax Increment Financing Plan that covered approximately 3,100 acres and provided a catalyst for a number of redevelopment projects. The largest redevelopment district in Missouri may be terminated in 2020 due to greater-than-expected business growth within the plan boundaries. The redevelopment district was approved by the City with a finding of blight.

Located immediately north of 20th Street and east of Range Line Road, the 1717 Marketplace Tax Increment Financing Plan was approved in 2005 with a finding of blight to redevelop 38.80 acres of vacant and deteriorating property.

The Hope Valley Tax Increment Financing Plan was approved by the City of Joplin in 2014 for an area of approximately134 acres located south of Interstate 44 and west of Range Line Road. The redevelopment area was approved by the City with a finding of blight.

Legal Description
The proposed redevelopment area consists of five tax parcels. An abbreviated legal description of each of the tax parcels within the proposed redevelopment area is included in Appendix A – Property Ownership & Legal Descriptions.

Ownership
The proposed redevelopment area contains five tax parcels. All of the parcels are identified by the Newton County Assessor's office, with the exception of one parcel that is a portion of a larger parcel as noted in Appendix A. A listing of the tax parcels identified by the Newton County Assessor is included in Appendix A with ownership information, site address, county parcel identification number and the abbreviated legal description.

Report Format
The Blight Study is presented in three sections and an Appendix. Section I presents an overview of the project, a definition of "blighted area," and the study methodology. Section II presents a description of the Study Area and an overview of existing conditions. Section III defines the primary categories of blight and documents conditions which are present within each category and provides a conclusion derived from the research.

The Appendix includes a chart exhibiting the various blighted area conditions.

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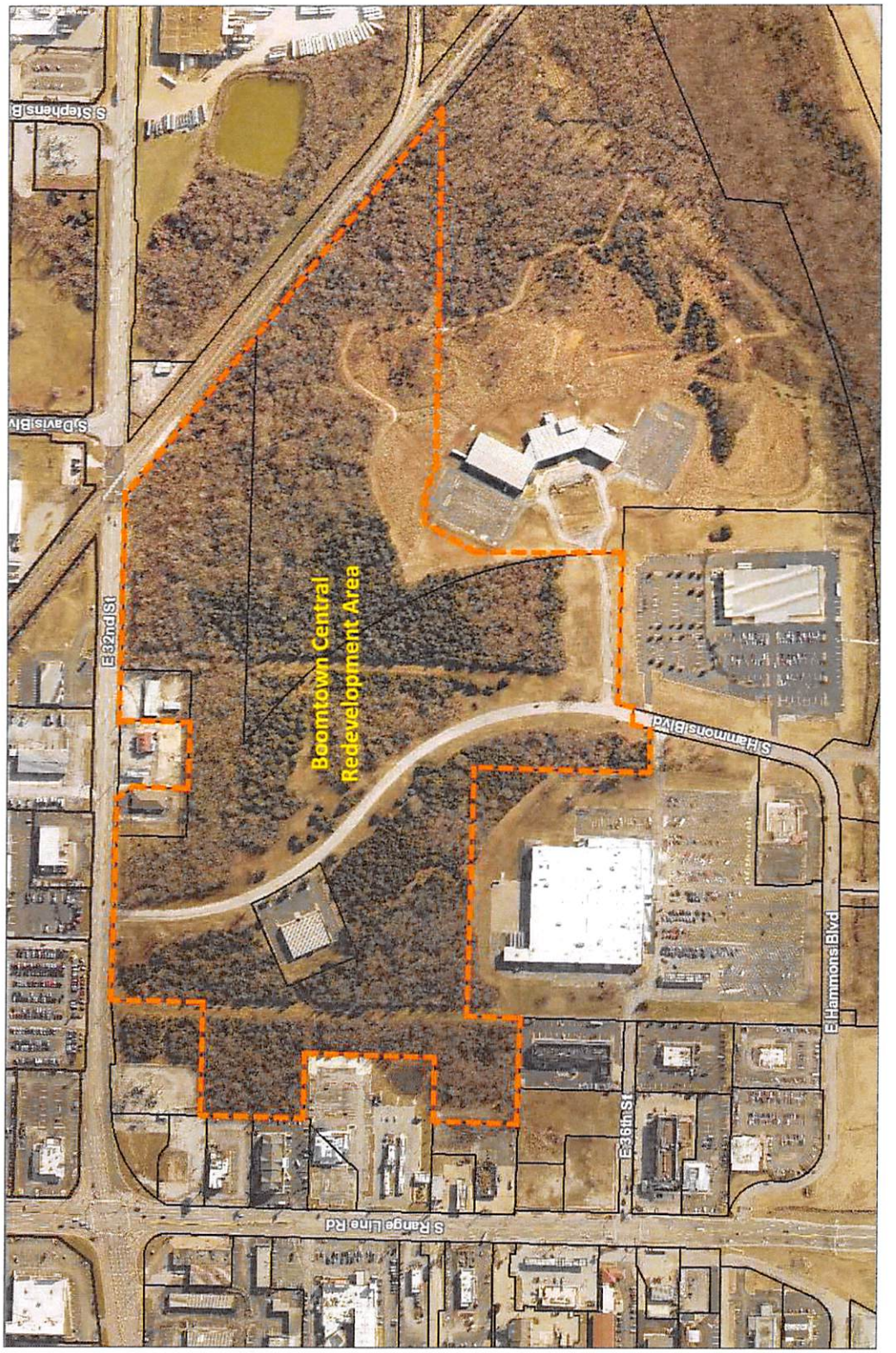
Boomtown Central Redevelopment Area Boundary



Section II

Area Overview and Description

PROPERTY DATA

Location & Access

The Boomtown Central Study Area encompasses approximately 64.46 acres and consists of five (5) tax parcels, in whole or part, on both sides of Hammons Boulevard south of E. 32nd Street in Joplin, Newton County, Missouri.

The existing access points to the Study Area are located on E. 32nd Street and Hammons Boulevard. The Study Area has quick and easy access to Interstate 44, located a little more than one-quarter mile to the south with a full interchange on S. Range Line Road. E. 32nd Street, classified as a "Principal Arterial", forms the northern boundary of the Study Area, and S. Range Line Road, located less than 300 feet west of the Study Area, is classified also classified as a "Principal Arterial" and is a primary commercial corridor in Joplin. As such the major thoroughfares provide the Study Area with excellent access to the regional and local highway/street network.

Hammons Boulevard is the only street to provide access to the interior of the Study Area. Classified as a "Local Street", Hammons Boulevard also provides access to a Sam's Club and the now closed Joplin Convention and Trade Center. Within the Study Area no part of the boulevard is considered public right-of-way.

The Study Area is served by the Sunshine Lamp Trolley and the designated route is along E. 32nd Street west of Hammons Boulevard and Hammons Boulevard south from E. 32nd Street to E. 36th Street, or any deviation of the route within three-quarters of a mile of the designated route. A demand response transit system, known as the Metro Area Public Transit System (MAPS), also serves the entirety of the Study Area and much of the City. MAPS can be scheduled in advance for trips within its service area but has no fixed routes. Both the Sunshine Lamp Trolley and MAPS operate Monday through Saturday with the exception of a handful of holidays.

Neither bike trails nor walking trails exist within the Study Area and none are planned.

Pedestrian access is poor as the only sidewalks that exist within the Study Area are along the building improvements and for a short distance along Hammons Boulevard at the southern edge of the Study Area to provide access to a bus stop. Without a sidewalk, pedestrians have worn a path along the southern edge of E. 32nd Street.

Access to the properties is fair to good. Driveways are generally in good condition that provide access to those property parcels that are improved within the Study Area. Access to the smaller, improved properties is via Hammons Boulevard or E. 32nd Street.

Land Area
According to calculations from Newton County GIS maps, the redevelopment area contains a total of approximately 64.46 acres of fee simple property and right of way.

Topography
U. S. Geologic Survey topographic maps for the Study Area indicates an area that varies greatly in elevation, sloping upward to the east and then sloping downward toward the railroad on the west, and sloping downward to the south.

The highest point in the redevelopment area is located in the northcentral portion of the Study Area near 3232 E. 32nd Street at approximately elevation 1056. The lowest point in the redevelopment area is in the southwest corner of the Study Area at approximately elevation 1026. The northwest corner is located at approximately elevation 1053 and the northeast corner at approximately elevation 1042. The southeast corner is located at approximately elevation 1033. Slopes generally range between 0% and 9% throughout the Study Area.

The Study Area is not located within a 100-year or 500-year floodplain, with the exception of a very small area near the southeast corner of the redevelopment area near the Kansas City Southern Railroad, and would not impact redevelopment plans. All of the Study Area is located within the Spring River watershed.

Easements
The consultant was not provided with title reports or survey that encompasses any part of the Study Area, however it is apparent from the City's GIS maps and a survey of the Study Area that easements exist within the Study Area for a natural gas line and power. Redevelopment of the Study Area will require some planning to minimize the impact of the noted utility easements, and as a result will restrict the type of development that can take place on the western edge of the redevelopment area impacted by the overhead power lines that traverse the site from the electric substation located at the southeast corner of E. 32nd Street and Range Line Road, and the gas line easement that runs north/south through the middle of the Study Area.

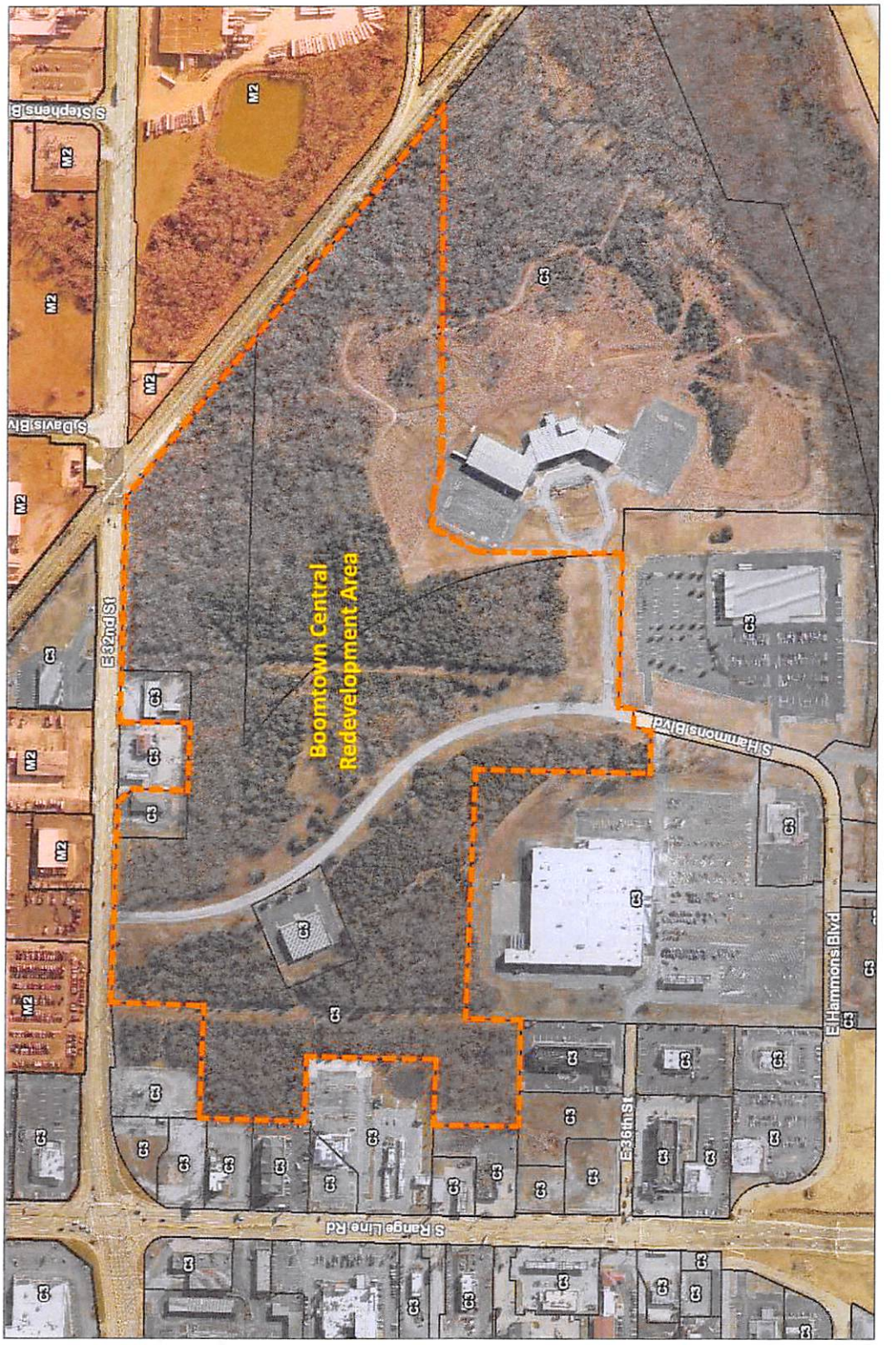
Utilities
Utilities have been extended to those parcels that have been developed, but much of the Study Area is not currently served by power, water, sewers, or gas. Utilities can be extended to any part of the proposed redevelopment area, but the area is currently underserved.

Zoning

Zoning in the Study Area is C-3 ("Commercial District"). Below is a chart summarizing the intent of the C-3 zoning classification and a map illustrating the C-3 zoning district within the Study Area.

Zoning Classification	Intent
C-3 Commercial District	It is the purpose and intent of this section to permit and regulate those business and commercial uses which are appropriately located on or near major traffic arteries. Such uses as retail or wholesale trade or services which relate to automotive traffic and which tend to generate relatively high vehicular movement are included. These permitted uses normally utilize prominent attention attracting devices, tend to generate noise and commotion and are in many cases active through late night hours and are thus in conflict with any nearby residential property. Since open space and off-street parking are required, this is an extensive type of development with low land coverage but with a tendency toward unsightliness and unrelated and mixed land uses. This district is appropriate in sizeable quantities on major thoroughfares but should be insulated from adjacent property by screening or open space in order to reduce adverse effects on adjacent property.

*City of Joplin, Missouri Zoning Regulations



Boomtown Central Redevelopment Area – Zoning Map

Environmental
The consultant was not provided with an environmental assessment for any property located within the Study Area. The consultant is unaware of any environmental contamination within the Study Area.

It should be noted that the City's GIS mapping indicates four mine shafts are located in the eastern portion of the Study Area near the railroad, and numerous mine prospects exist primarily east of Hammons Boulevard and closer to the railroad. Environmental impacts are unknown as the result of these mine shafts and prospects.

Odors from off-site businesses located outside the Study Area may also impact the Study Area. Protein Solutions, located near the northeast corner of the Study Area, has been found by the Missouri Department of Natural Resources ("MDNR") to be in violation of state odor regulations in the past, with the last known violations in 2015. Jasper Foods, located a short distance northeast of the Study Area, has also been found by MDNR to be in violation of state odor regulations, most recently in October 2017. Odors were detected during the inspection of the Study Area, but it is not known if the odors were in violation of state regulations and the source is unknown.

Real Estate Taxes
A five-year history of the assessed values within the proposed redevelopment area is included in the appendix.

The foregoing figures are the Assessor's opinion of market value and the resulting assessed value for each of the properties within the proposed redevelopment area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value, the assessment ratio for commercial and industrial properties is 32%, and for residential properties the ratio is 19%. Agricultural property is assessed at 12%. The real estate levy for 2018 in the Study Area was $4.6184 per $100 of assessed valuation. An additional $0.40 per $100 is assessed on commercial/industrial property only (the Merchants and Manufacturers replacement tax).

In 2018, the Study Area generated $410,690 in taxable assessed value, generating a total of $20,562.07 in real estate taxes, or $0.01 per square foot of property. In 2013 the taxable assessed value was $414,400. Taxable assessed value within the Study Area has declined by 0.9% since 2013.

Improvements
The Study Area is primarily vacant, but three of the property parcels have been developed.

An office building of approximately 12,500 square feet at 3232 Hammons Boulevard was constructed in 1998. The one-story building is in good condition with the exception of the substrate for the stucco/EIFS which is showing signs of deterioration. The surface parking lot and other ancillary improvements are in fair condition.

Two one-story buildings are accessed via E. 32nd Street. The property at 3232 E. 32nd Street is a storage building with a small number of parking spaces available to the east of the entrance driveway. The building and additional parking is enclosed with a tall chain-link fence topped with barbed wire that was installed in 2016. The building is approximately 5,000 square feet and was constructed in 1973. The building is in poor condition.

The second one-story building accessed from E. 32nd Street is located to the east and is separated from 3232 E. 32nd Street by a gas station and convenience store that is not included in the Study Area. The property has two buildings, including a one-story building of about 4,500 square feet constructed in 1980. A second building, located to the south of the original building, consists of a metal storage building of about 1,100 square feet that was constructed in 1989. Both buildings are in poor to fair condition. The parking lot and driveways are in poor condition.

Billboards

There are no billboards in the Study Area.

Hammons Neighborhood

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius of the Study Area at E. 32nd Street and Range Line Road.

E. 32nd Street & S. Range Line Rd Radius	Historical Population 2000	2010	Estimated Population 2018	Projected Population 2023
One Mile	3,676	3,980	4,109	4,182
chg. (1 mile)		+8.3%	+3.2%	+1.8%
chg. from '00 (1 mile)		+8.3%	+11.8%	+13.8%
Three Mile	32,952	34,890	37,449	38,960
chg. (3 mile)		+5.9%	+7.3%	+4.0%
chg. from '00 (3 mile)		+5.9%	+13.6%	+18.2%
Five Mile	57,542	61,287	65,444	68,016
chg. (5 mile)		+6.5%	+6.8%	+3.9%
chg. from '00 (5 mile)		+6.5%	+13.7%	+18.2%

Source: ESRI; Sterrett Urban, LLC

E. 32nd Street & S. Range Rd Radius	Estimated Median HH Income 2018	2023
One Mile	43,371	49,130
Three Mile	42,288	49,449
Five Mile	42,609	50,367

Source: ESRI

The population figures for that area within one mile of the Study Area demonstrate a positive rate of growth since 2010 but lagging the growth trends within three and five miles of the Study Area. Those growth trends are expected to slow slightly on an annual basis but the population nearest the Study Area is projected to continue to increase at a much lower rate than anywhere else within a five-mile radius of the Study Area.

The median household income estimates for the one-mile, three-mile, and five-mile radii around the Study Area for 2018 was higher than the estimate for the Joplin metropolitan area ($39,370) and substantially higher than the estimate for all households in the United States ($58,100).

Unemployment

The most recent unemployment data for the Study Area is for the City of Joplin, Missouri as a whole. The following data was provided by the U.S. Census Bureau, 2013-2017 American Community Survey 5 Year Estimates:

Civilian Labor Force – Joplin, Missouri
2017

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
27,061	25,501	1,560	5.8%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5 Year Estimates

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Joplin, MO metropolitan area in January 2019 was 3.2%.

According to the Federal Reserve, an unemployment rate of 4.0% to 5.0% can generally be considered "full employment."

Section III

Determination of Study Area Conditions

Significant findings of the Boomtown Central Redevelopment Area Blight Study are presented in this discussion which follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in March 2019. The site and buildings on the property, along with public improvements adjacent to the property, were evaluated and deficiencies noted.

As previously explained, the purpose of this study was to determine whether conditions as defined by RSMo. 99.805 of the Missouri State Statute exist in the Study Area. The principal categories reported here and in line with the statute include: defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, and the existence of conditions which endanger life or property by fire and other causes. An analysis of the affects of those conditions present in line with the statute follows, including retarding the provision of housing accommodations; constitutes an economic or social liability, or a menace to the public health, safety, morals, or welfare in its present condition and use. The Appendix section of this report includes a table exhibiting the conditions present on the property.

Blight Defined
As presented in Section I, blight is defined as follows:

"Blighted area", an area which:

> ...by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; (RSMo. Ch. 99.805(1)).

Several court cases provide additional direction in the consideration of blight:

- The courts have determined that it is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974)

- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).

- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- The courts have determined that in order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Cause Component 1: Defective or Inadequate Street Layout
Conditions typically associated with defective or inadequate street layout include poor vehicular access and/or internal circulation within the Study Area; substandard driveway definition and parking layout (e.g. lack of curb cuts, awkward entrance and exit points); offset or irregular intersections; and substandard or nonexistent pedestrian circulation.

As noted above there are several conditions used to determine whether a Study Area is blighted based on defective or inadequate street layout. During the on-site investigation and field survey, these conditions were present throughout the Study Area.

There were no offset intersections found within or along the perimeter of the Study Area. Another important indicator of defective or inadequate street layout is high levels of traffic accidents. According to crime reports for the City of Joplin, Missouri, none of the intersections along the perimeter of the Study Area exhibited a high number of accidents.

Sidewalks are nonexistent in the Study Area with the exception of one short stretch of sidewalk installed to access a bus stop at the southern edge of S. Hammons Boulevard. Of note is a worn path that exists along E. 32nd Street in absence of a sidewalk.

The parking lot that serves 3232 S. Hammons Boulevard was constructed with a dead-end drive aisle on the north and south of the building. As such, vehicles have no choice but to back up if the driver travels to the end of the drive aisle only to find that no parking spaces are available. A similar situation exists at 3232 E. 32nd Street, where a parking lot that serves a retail store has angled parking stalls that force vehicles in one direction to a dead end.

Examples of these conditions within the Study Area are provided in the photos below. Each of the five property parcels in the Study Area satisfy this condition.



Parcel No. 04-4.0-19-000-000-005.000 – looking east – lack of pedestrian circulation



Parcel No. 04-4.0-19-000-000-005.000 – looking east – lack of pedestrian circulation



Parcel No. 04-4.0-19-000-000-005.000 – looking east – lack of pedestrian circulation



3232 E. 32nd Street – looking east – poor internal circulation



3232 Hammons Blvd – looking west – poor internal circulation



Parcel No. 04-4.0-19-000-000-005.000 – looking south – lack of pedestrian circulation

Cause Component 2: Improper Subdivision or Obsolete Platting

There are specific conditions that can be used to determine whether a Study Area is blighted based on improper subdivision or obsolete platting. Among these conditions are faulty lot shape and/or layout, inadequate lot size, poor access, as well as conformity of use. An analysis of the tax parcels within the Study Area indicates faulty lot shape does exist. A portion of the eastern boundary of Parcel No. 04-4.0-19-000-000-005.000 follows the curve of Hammons Boulevard, creating an area in the northwest corner of the adjacent parcel to the east that is triangular in shape and not conducive to rectilinear development that maximizes the use of space.

Two of the five property parcels in the Study Area satisfy this condition.

Cause Component 3: Insanitary or Unsafe Conditions

There are numerous locations within the Study Area exhibiting unsafe or insanitary conditions. The most prevalent Study Area conditions considered unsafe or insanitary include the presence of vagrant activity and trash/debris. Other, less prevalent, conditions include noncompliance with the Americans with Disabilities Act (largely due to construction taking place before approval of the law), and illegal dumping.

No separate environmental assessments were conducted for this Blight Study, and no known environmental contamination exists in the Study Area.

Vagrancy is evident on more than fifty percent of the land in the Study Area, primarily through the presence of trash, tents, sleeping bags, blankets, and lean-tos made of tree branches. Homeless have occupied the Study Area for some time, as worn foot-paths exist throughout much of the area. Vagrancy is most intense near the western boundary of the Study Area and extends about three-quarters of the distance to the eastern boundary. A stream and low-lying area that does not drain well appears to prohibit vagrancy from extending all the way to the Kansas City Southern Railroad tracks on the eastern boundary of the Study Area.

Besides trash deposited by vagrants, including sleeping bags and food and beverage containers, construction debris in the form of concrete wash-out and asphalt was also found in a few locations within the Study Area. Illegal dumping was related to the presence of tires in a few locations in the Study Area.

Photos of these blighting conditions are shown below. Each of the five property parcels in the Study Area satisfy this condition.



Parcel No. 04-4.0-19-000-000-005.000 – looking north – vagrant activity; trash



Parcel No. 04-4.0-19-000-000-005.000 – looking southwest – vagrant activity



Parcel No. 04-4.0-19-000-000-005.000 – looking west – vagrant activity; trash



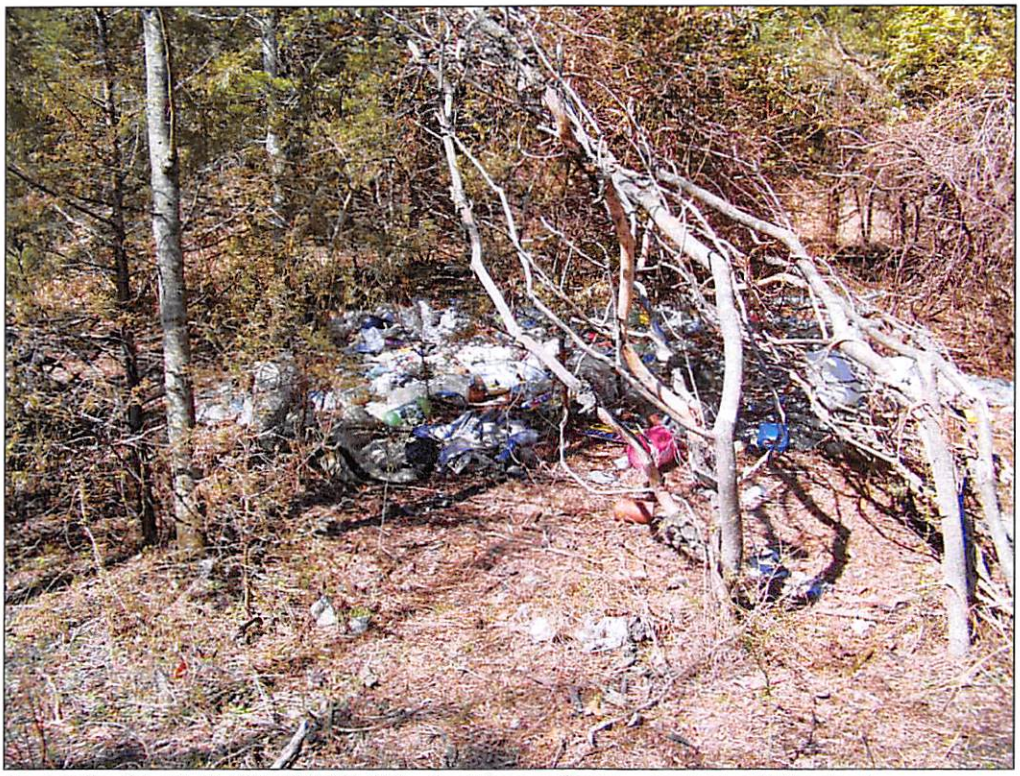
Parcel No. 04-4.0-19-000-000-005.000 – looking southwest – illegal dumping/trash



Parcel No. 04-4.0-19-000-000-005.000 – looking southwest – vagrant activity; trash



Parcel No. 04-4.0-19-000-000-005.000 – looking south – vagrant activity; trash



Parcel No. 04-4.0-19-000-000-005.000 – looking northwest – vagrant activity; trash



Parcel No. 04-4.0-19-000-000-005.014 – looking east – debris



Parcel No. 04-4.0-19-000-000-005.014 – looking east – debris



Parcel No. 04-4.0-19-000-000-005.014 – looking southeast – debris



Parcel No. 04-4.0-19-000-000-005.014 – looking east – trash



Parcel No. 04-4.0-19-000-000-005.000 – looking south – vagrant activity; trash; illegal dumping



Parcel No. 04-4.0-19-000-000-005.000 – looking southwest – vagrant activity; trash



Parcel No. 04-4.0-19-000-000-006.000 – looking southeast – noncompliance with ADA

Component 4: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions of the property within the Study Area. Interior inspections were not conducted due to lack of access. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

Examples of structural deterioration are rare within the Study Area, but include the deterioration of stucco/EIFS and fascia, and the failure of finishes.



3232 Hammons Blvd – looking northwest – deterioration of stucco/EIFS



3232 E. 32nd Street – looking northwest – failure of finishes; deterioration of fascia; trash/debris

In addition to structural deterioration, blight conditions were observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area were prevalent throughout the Study Area. The most common condition was the deterioration of parking surfaces, driveways, and fences. Other conditions present include the lack of trash enclosures and the failure of finishes.

Four of the five property parcels in the Study Area satisfy the criterion for deterioration of site improvements.



3232 Hammons Blvd – looking east – deterioration of fence/trash enclosure



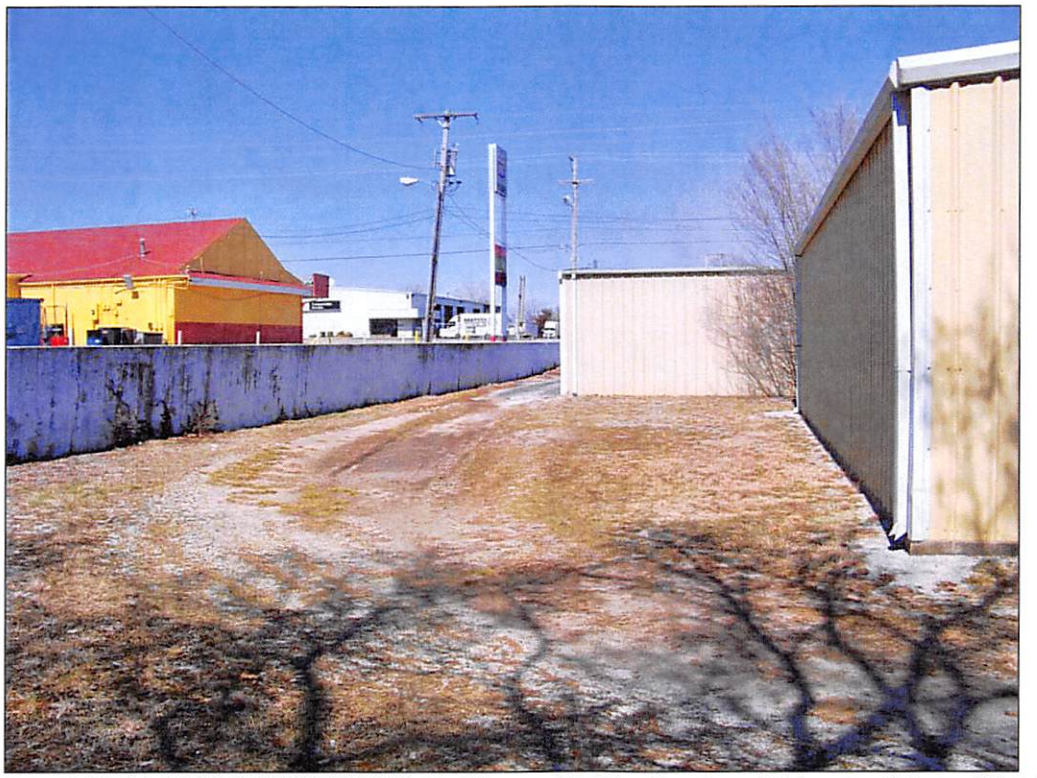
Parcel No. 04-4.0-19-000-000-005.014 – looking north – deterioration of access road



Parcel No. 04-4.0-19-000-000-006.000 – looking north – deterioration of parking surface, driveway



Parcel No. 04-4.0-19-000-000-006.000 – looking west – deterioration of parking surface, driveway; lack of trash enclosure; trash/debris



Parcel No. 04-4.0-19-000-000-006.000 – looking north – deterioration of driveway; failure of finishes



3232 E. 32nd Street – looking north – deterioration of parking surface



3232 E. 32nd Street – looking southeast – deterioration of parking surface, driveway; lack of curb



3232 E. 32nd Street – looking south – deterioration of sidewalk; trash/debris



Parcel No. 04-4.0-19-000-000-006.000 – looking east – deterioration of parking surface; trash/debris



Parcel No. 04-4.0-19-000-000-006.000 – looking east – deterioration of parking surface; failure of finishes

Component 5: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety information pertaining to the parcels in the Study Area was not gathered for this Blight Study as the data was not available.

Per crime data supplied by Trulia, levels of reported crime within the Study Area and the City as a whole are quite low. The number of incidents illustrated in the maps provided by Trulia were zero. However, during the field investigation and demonstrated in a number of photographs in this study it was apparent that vagrant activity, and in some instances property damage, was widespread throughout the Study Area. Some small camps were still active; other camps had been abandoned with a lot of trash. A network of worn paths exists throughout the wooded area of the Study Area indicating the activity has been present for some time.

Conditions exist on one property parcel within the Study Area that endanger life or property by fire and other causes.

Summary of Blighting Factors

The following table summarizes the five blighting factors analyzed during inspections of property within the Study Area.

Summary of Blighting Factors

Boomtown Central Redevelopment Area

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	5	100%	64.5	100%
Blighting Factors				
Defective or inadequate street layout	5	100.0%	64.5	100.0%
Improper subdivision or obsolete platting	2	40.0%	61.3	95.0%
Insanitary or unsafe conditions	5	100.0%	64.5	100.0%
Deterioration of site improvements	4	80.0%	21.4	33.2%
Existence of conditions which endanger life or property by fire and other causes	1	20.0%	43.1	66.8%
Parcels with at least one blighting factor	5	100.0%	64.5	100.0%
Parcels with no blighting factors	0	0.0%	0	0.0%
Parcels with Predominance of Blighting Factors	**3**	**60.0%**	**44.6**	**69.3%**

The courts have determined that in order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. *Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).*

As evidenced from the table above, more than 50% of the redevelopment area satisfies the blighting factor of 1) defective or inadequate street layout; 2) improper subdivision or obsolete platting; 3) insanitary or unsafe conditions; and 4) existence of conditions which endanger life or property by fire and other causes. In addition, the percentage of the study area that has at least one blighting factor is 100.0%. The percentage of the Study Area that exhibits a predominance of blighting factors is 69.3%.

Component 7: Economic Liability

The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one." Previously it was shown that the present condition of the Study Area of almost 85 acres generated $20,562.07 in real estate taxes in 2018. Six years ago, in 2013 the taxable assessed value was $414,400 and since that time the assessed value has declined 0.90% to $410,690.

The property parcel of which a portion is included in the Study Area, located primarily between Hammons Boulevard and the Kansas City Southern Railroad, is tax exempt and hence does not generate any real property tax revenue. The amount of property that is tax exempt comprises more than 28% of the Study Area and is not economically utilized.

As noted above, the economic success of the Study Area has been hindered by several dominating factors, including the presence of insanitary and unsafe conditions, including the presence of vagrants and debris; defective or inadequate street layout, including poor pedestrian access and interior circulation; the deterioration of site improvements, including buildings; and odd-shaped property parcels that require land assembly to provide acceptable commercial building sites in the modern marketplace. Declining assessed values and low taxes, plus the almost non-existent development activity within the Study Area in the city's "Hotel District" for decades, and the lack of investment in immediately surrounding properties, indicates the Study Area is blighted. Doing nothing will not attract private investment and development that will maximize the benefit to the City and other taxing jurisdictions.

Elimination of the blighting factors and improvements made within the Study Area would result in new employment opportunities in the area and increased property taxes. The potential increase in activity would also generate new sales, personal property, employment, and utility taxes.

Economic underutilization – evidenced by a lack of economic activity for more than twenty years, unsafe and deteriorating conditions, and low and declining assessed values and tax revenues – in a high-traffic and highly desirable location in Joplin, Missouri's "Hotel District" indicates the Study Area is blighted.

Conclusion

Most of the components of the Chapter 99 definitions were present in the proposed Boomtown Central Redevelopment Area. Although some elements of the Study Area are in adequate or sound condition, insanitary or unsafe conditions in particular, in combination with defective or inadequate street layout, deterioration of site improvements, and the existence of conditions that endanger life or property, exist throughout the Study Area as a whole, which could lead the legislative body to a finding that the proposed redevelopment area is blighted.

The dominant blighting factors in the proposed redevelopment area include 1) the presence of unsafe or insanitary conditions, including active vagrant activity and the consequent large amounts of trash and debris; 2) defective or inadequate street layout, including poor internal circulation within a few of the parking lots and an almost complete lack of pedestrian circulation throughout the Study Area; 3) deterioration of site improvements, including the deterioration of parking surfaces, driveways, and fences; 4) 4) oddly shaped parcels that prevent development acceptable within the marketplace; and 5) declining and low assessed values and real property taxes. Despite the attractiveness to investors of S. Range Line Road and the Study Area's inclusion in the city's "Hotel District", the Study Area has remained largely undeveloped for decades. Negative externalities such as odors also play a part, and the lack of investment in the nearby Joplin Convention and Trade Center and ultimate closure in February 2018 indicate the Study Area and immediate surrounding environs is blighted.

Therefore, the consultant has determined the proposed Boomtown Central Redevelopment Area of Joplin, Missouri, as of March 18, 2019, is a "blighted area" according to the definition provided in Missouri's Real Property Tax Increment Allocation Redevelopment Act statutes (RSMo 99.800 et seq.) and constitutes an economic liability in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

No.	Site Address	Parcel ID No.	Owner	Abbreviated Parcel Description
1	NOT ASSIGNED	04-4.0-19-000-000-005.000	JDHQ LAND HOLDINGS, LLC	W1/2 NE1/4 S & W OF RR & N & E OF HWY & SW1/4 N OF HWY EX BEG 150' W NE COR NW1/4 NW1/4 S 258' E 516' N 258' W TO POB & EX BEG NW SEC COR E 485' S 320' W 150' S 329' E 190' S 401' W 200' S 264' E 335' N 176.18' E 775' S 545' E 138.71' S 12* W 490.12'
2	3232 HAMMONS BLVD	04-4.0-19-000-000-005.006	ARAPAHO, LLC	BEG 77' W N 6* E 350.70' 19' E N 50' ALG CURVE 138.29' CURVE 142.42' N 40* E 29.26' N 11* E 555.58' CURVE 886.65' N 53* W 30.39' CURVE 212.55' FROM SW COR SWE1/4 SW1/4 N 31* W 221.27' ALG CURVE 223.12' N 65* E 274' S 31* E 221.27' ALG CURVE 221.91' T
3	NOT ASSIGNED	04-4.0-19-000-000-005.014	BRIDGE MINISTRIES, INC.	BEG N1/4 COR S 40' W 437.38' S 50* E 658.51' TO POB S 50* E 1565.53' S 141' S 67* W 837.80' S 5* W 169.92' 1054.55' ALG CURVE TO RIGHT N 823.93' W 143.40' CURVE LEFT 1317.41' E 1269.44' TO POB
4	NOT ASSIGNED	04-4.0-19-000-000-006.000	CLIFTON D. FARRIN TRUST	PT NE1/4 NW1/4 BEG 40' S & 206' E NW COR E 160' S 218' W 160' N TO POB
5	3232 E. 32ND STREET	04-4.0-19-000-000-008.000	VERNON R. & LUCY JEWELL HANSEN TRUST	PT NW1/4 NW1/4 BEG NW COR S 258' W 150' N 258' E 150' TO POB E X BEG 40' S NE COR ETC

NOTE
A portion of Parcel No. 3 (04-4.0-19-000-000-005.014), consisting of approximately 18.19 acres of the total 57.40 acres, is included in the proposed Bomtown Central Redevelopment Area. The legal description is for all of Parcel No. 3 and not just that portion included in the Redevelopment Area.

Appendix B

Property Valuation & Taxes

No.	Parcel ID Number	2014	2015	2016	2017	2018	Taxes 2018	Taxes Delinquent	NOTES
1	04-4.0-19-000-000-005.000	64,330	64,620	64,620	64,900	64,900	3,208.93	0.00	
2	04-4.0-19-000-000-005.006	231,680	232,000	232,000	225,150	226,750	11,379.23	0.00	
3	04-4.0-19-000-000-005.014	0	0	0	0	0	0.00	0.00	1
4	04-4.0-19-000-000-006.000	75,740	73,690	73,690	73,980	73,720	3,699.56	0.00	
5	04-4.0-19-000-000-008.000	42,650	42,940	45,020	45,320	45,320	2,274.35	0.00	
	Total	414,400	413,250	415,330	409,350	410,690	20,562.07	0.00	
	Annual Change %		-0.28%	0.50%	-1.44%	0.33%			
	Cumulative Change %		-0.28%	0.22%	-1.22%	-0.90%			

NOTES:

1 The assessed values and taxes are not for the tax parcel in whole, but only for that portion of the parcel contained within the proposed Boomtown Central Redevelopment Area. All values have been prorated based upon area. The parcel contains a total of 57.40 acres. The portion of the parcel included withinthe proposed Boomtown Central Redevelopment Area is 18.19 acres. The tax parcel is tax exempt and consequently assessed at $0.

Appendix C

Summary of Properties & Blighting Factors Present

No.	Parcel Address	Parcel APN (County)	Defective or inadequate street layout	Improper subdivision or obsolete platting	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Predominance of Blighting Factors Present
1	NOT ASSIGNED	04-4 0-19-000-000-005 000	■	■	■		■	4	43 06	■
2	3232 HAMMONS BLVD	04-4 0-19-000-000-005 006	■		■	■		3	1 63	
3	NOT ASSIGNED	04-4 0-19-000-000-005 014	■	■	■	■		4	18 19	
4	NOT ASSIGNED	04-4 0-19-000-000-006 000	■		■	■		3	0 80	■
5	3232 E 32ND STREET	04-4 0-19-000-000-008 000	■		■	■		3	0 78	■
	TOTALS		**5**	**2**	**5**	**4**	**1**	**17**	**64.5**	**3**
			64.5	**61.3**	**64.5**	**21.4**	**43.1**			**44.6**
			100.0%	**95.0%**	**100.0%**	**33.2%**	**66.8%**			**69.3%**

Appendix D

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. Patrick Sterrett has made a personal inspection of the property that is the subject of this report March 18, 2019.
7. This study is not based on a requested result or a specific conclusion.
8. We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analysis and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Patrick Sterrett is a certified urban planner and has more than twenty years of experience forging partnerships, managing complex real estate development projects, and creating exciting, sustainable urban plans and designs. Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country, including the Crossroads Arts District, the Midtown Marketplace (Linwood & Main - Costco and Home Depot), the Power & Light District (Centertainment), the Kansas City Riverfront, the Columbus Park Neighborhood Mixed-Use Village, and the Centerpoint Intermodal Center - KC (former Richards-Gebaur Airport). During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies (all political subdivisions of Missouri) including the Land Clearance for Redevelopment Authority, the Tax Increment Financing Commission, and the Port Authority, and also served as Executive Director of the Port Authority of Kansas City. Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas.

As Principal of Sterrett Urban LLC, Mr. Sterrett recently developed a financing plan utilizing New Markets Tax Credits, Historic Preservation Tax Credits, tax abatement, City and philanthropic grants to restore the former Linwood Presbytery Church as an $11 million, 40,000 square foot non-profit healthcare and office campus. Mr. Sterrett also served as financial administrator during construction and managed the satisfaction of all compliance requirements of the government, lenders and investors.

Mr. Sterrett's professional experience includes the development of dozens of feasibility plans, blight studies, and redevelopment plans, and securing more than $30 million in federal, state, local, and philanthropic funds for public improvements in distressed areas. Most recently Mr. Sterrett has been preparing a redevelopment plan, blight study, and rezoning for the former Bannister Federal Complex in south Kansas City, and a redevelopment plan and development prospectus for the Truman Road Corridor, an inner-city industrial district.

In addition, Mr. Sterrett is currently in the process of continuing his long relationship with the Plaza East Community Improvement District. Mr. Sterrett handled the creation of the district and has provided administrative and management services to the District since 2012.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Professional Experience

Sterrett Urban LLC 2006 -

SELECT EXPERIENCE

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353), Kansas City, MO

*Blight Study
Commerce Tower Redevelopment Area (LCRA), Kansas City, MO

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA), Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA), Kansas City, MO

*Blight Study
Bannister & I-435 (TIF), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA), Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA), Kansas City, MO

Blight Study
Liberty Commons (TIF), Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA), Kansas City, MO

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA), Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353), Abbot Properties, Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Truman-Hardesty (TIF), Kansas City, MO

Blight Study
Oak Barry Community Improvement District, MD Management, Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA), Kansas City, MO

Blight Study
Metro North Square Community Improvement District, MD Management, Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA), Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area, Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA), Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA), Kansas City, MO

General Development Plan & Blight Study
Westport-Main (PIEA), Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA), Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA), Kansas City, MO

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Martin City Corridor Urban Renewal Area (LCRA), Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA), Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA), Kansas City, MO

Economic Development Corporation of Kansas City, Missouri — 1995 - 2006

Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:
Tax Increment Financing Plans / Blight or Conservation Study
- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan

Urban Renewal Plans / Blight
- Eastwood Trafficway / Blight Study
- South 31st Street / Blight Study
- Longfellow-Dutch Hill

Education

Master of Urban Planning, University of Kansas
- Concentration: Housing & Community Development

Bachelor of Architecture, University of Kansas

EXHIBIT 8

APPLICANT'S AFFIDAVIT

See Following Pages

DEVELOPER AFFIDAVIT

STATE OF MISSOURI)
) ss.
COUNTY OF Miller)

COMES NOW, Gary Prewitt, and being first duly sworn, on his oath states:

1. I am over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and on behalf of Denali Summit, LLC, a Missouri Limited Liability Company.

2. I am the Managing Member of Denali Summit, LLC, the proposed developer for the Boomtown Central Shopping Tax Increment Financing Plan (the "TIF Plan"), as designated in the TIF Plan.

3. The Redevelopment Area on the whole is "Blight Area" as that term is defined in the Real Property Tax Increment Allocation Development Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri. The proposed development in the Redevelopment Area will not be used solely for the development of commercial business that will unfairly compete in the local economy, and such development is in the public interest because it will increase employment in and enhance the tax base of the City. The Redevelopment Area on the whole has not been subject to growth and development through investment by private enterprise.

4. The Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing.

5. Denali Summit, LLC, will not and could not be reasonably expected to develop the Redevelopment Area without the adoption of the proposed TIF Plan.

Denali Summit LLC

Member:

Gary Prewitt 2010 Irrevocable Trust

Gary Prewitt, Family Trustee

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 3Rd day of April, 2019.

Cynthia Horton
Notary Public

My Commission Expires:

March 13, 2022

Cynthia Horton
Printed Name

CYNTHIA HORTON
Notary Public, Notary Seal
State of Missouri
Miller County
Commission # 14592919
My Commission Expires 03-13-2022

{23834 / 69928; 837637.2 }

EXHIBIT 9

ESTIMATED REDEVELOPMENT SCHEDULE

PROJECT 1

ACQUISITION	4th Quarter 2019
DEMOLITION BEGINS	2nd Quarter 2020
CONSTRUCTION BEGINS	2nd Quarter 2020
OPENING	2nd Quarter 2021

PROJECT 2

ACQUISITION	2nd Quarter 2020
DEMOLITION BEGINS	3rd Quarter 2020
CONSTRUCTION BEGINS	3rd Quarter 2020
OPENING	2nd Quarter 2021

EXHIBIT 10

RELOCATION ASSISTANCE PLAN

The Applicant will privately negotiate with each eligible business owner within the Redevelopment Area an adequate relocation assistance plan. The relocation assistance offered may include assistance with relocation to a location either within or outside the Redevelopment Area.

EXHIBIT 11

COST-BENEFIT ANALYSIS

See Following Pages

Exhibit 11

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan

Cost-Benefit Analysis (Summary of Tax Revenue Benefits (Gross) to Taxing Districts With and Without Project)

	GROSS REVENUE WITH PROJECT	GROSS REVENUE NO PROJECT	GROSS REVENUE OF PROJECT
REAL PROPERTY TAX REVENUE			
CITY	164,670	12,578	152,091
COUNTY	0	0	0
SCHOOL DISTRICT	3,387,227	258,733	3,128,493
HEALTH	7,238	3,500	3,739
HANDICAP WORKSHOP	161,739	3,507	158,232
COUNTY FAIR	9,164	700	8,464
JOPLIN SPECIAL ROAD DISTRICT	208,013	15,889	192,124
AMBULANCE	309,758	26,864	282,894
LIBRARY	91,636	7,000	84,636
MENTAL HEALTH	76,333	5,831	70,502
BLIND PENSION	96,850	2,100	94,750
REPLACEMENT	1,291,331	21,768	1,269,563
SALES TAX REVENUE			
CITY	29,342,184	0	29,342,184
COUNTY	12,575,222	0	12,575,222
PROPOSED CID	5,173,626	0	5,173,626
STATE GENERAL	67,067,848	0	67,067,848
STATE EDUCATION	22,355,949	0	22,355,949
STATE OTHER	5,030,089	0	5,030,089
TOTAL REVENUE			
ALL TAXING DISTRICTS	147,348,875	358,470	146,990,405

	GROSS REVENUE WITH PROJECT	GROSS REVENUE NO PROJECT	GROSS REVENUE OF PROJECT
TOTAL TAX REVENUE			
CITY	29,506,853	12,578	29,494,275
COUNTY	12,575,222	0	12,575,222
PROPOSED CID	5,173,626	0	5,173,626
SCHOOL DISTRICT	3,387,227	258,733	3,128,493
HEALTH	7,238	3,500	3,739
HANDICAP WORKSHOP	161,739	3,507	158,232
COUNTY FAIR	9,164	700	8,464
JOPLIN SPECIAL ROAD DISTRICT	208,013	15,889	192,124
AMBULANCE	309,758	26,864	282,894
LIBRARY	91,636	7,000	84,636
MENTAL HEALTH	76,333	5,831	70,502
BLIND PENSION	96,850	2,100	94,750
REPLACEMENT	1,291,331	21,768	1,269,563
STATE	94,453,886	0	94,453,886
TOTALS			
ALL TAXING DISTRICTS	147,348,875	358,470	146,990,405

NOTES

1. BENEFITS SHOWN ABOVE DO NOT INCLUDE PILOTS OR EATS DIRECTED TO THE PROJECT. TAXES SHOWN ABOVE INCLUDE ONLY THE REAL PROPERTY TAXES AND SALES TAXES.

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Cost-Benefit Analysis (Summary of Tax Revenue Benefits (Gross) to Taxing Districts Without Project)

REAL PROPERTY TAX REVENUE

TIF YEAR	REAL PROPERTY ASSESSED VALUE	COUNTY 0.0000%	CITY 0.1797%	SCHOOL 3.6964%	HEALTH 0.0500%	HANDICAP 0.0501%	CNTY FAIR 0.0100%	JPN RD DIST 0.2270%	AMBLNCE 0.3838%	LIBRARY 0.1000%	MNTL HEALTH 0.0833%	BLIND 0.0300%	REPLACEMENT 0.4000%
1	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
2	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
3	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
4	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
5	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
6	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
7	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
8	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
9	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
10	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
11	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
12	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
13	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
14	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
15	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
16	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
17	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
18	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
19	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
20	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
21	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
22	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
23	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
24	291,650	0	524	10,781	146	146	29	662	1,119	292	243	87	907
	TOTAL (GROSS)	0	12,578	258,733	3,500	3,507	700	15,889	26,864	7,000	5,831	2,100	21,768
	TOTAL (NPV)	0	7,232	148,757	2,012	2,016	402	9,135	15,446	4,024	3,352	1,207	12,515

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Cost-Benefit Analysis (Summary of Tax Revenue Benefits (Gross) to Taxing Districts Without Project)

		SALES TAX REVENUE									TOTAL
TIF YEAR	ANNUAL SALES	CITY 2.625%	COUNTY GENERAL 1.125%	COUNTY ROAD 0.000%	COUNTY SEWER 0.000%	COUNTY LAW 0.000%	AMBULANCE 0.000%	STATE GENERAL 3.000%	STATE EDUCATION 1.000%	STATE OTHER 0.225%	
1	0	0	0	0	0	0	0	0	0	0	14,936
2	0	0	0	0	0	0	0	0	0	0	14,936
3	0	0	0	0	0	0	0	0	0	0	14,936
4	0	0	0	0	0	0	0	0	0	0	14,936
5	0	0	0	0	0	0	0	0	0	0	14,936
6	0	0	0	0	0	0	0	0	0	0	14,936
7	0	0	0	0	0	0	0	0	0	0	14,936
8	0	0	0	0	0	0	0	0	0	0	14,936
9	0	0	0	0	0	0	0	0	0	0	14,936
10	0	0	0	0	0	0	0	0	0	0	14,936
11	0	0	0	0	0	0	0	0	0	0	14,936
12	0	0	0	0	0	0	0	0	0	0	14,936
13	0	0	0	0	0	0	0	0	0	0	14,936
14	0	0	0	0	0	0	0	0	0	0	14,936
15	0	0	0	0	0	0	0	0	0	0	14,936
16	0	0	0	0	0	0	0	0	0	0	14,936
17	0	0	0	0	0	0	0	0	0	0	14,936
18	0	0	0	0	0	0	0	0	0	0	14,936
19	0	0	0	0	0	0	0	0	0	0	14,936
20	0	0	0	0	0	0	0	0	0	0	14,936
21	0	0	0	0	0	0	0	0	0	0	14,936
22	0	0	0	0	0	0	0	0	0	0	14,936
23	0	0	0	0	0	0	0	0	0	0	14,936
24	0	0	0	0	0	0	0	0	0	0	14,936
	TOTAL (GROSS)	0	0	0	0	0	0	0	0	0	358,470
	TOTAL (NPV)	0	0	0	0	0	0	0	0	0	206,100

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Cost-Benefit Analysis (Summary of Tax Revenue Benefits (Gross) to Taxing Districts With Project)

REAL PROPERTY TAX REVENUES

TIF YEAR	REAL PROPERTY INITIAL EQUALIZED ASSESSED VALUE	REAL PROPERTY EQUALIZED ASSESSED VALUE	TIF TERMINATION	25% SURPLUS PILOTS TO TAXING DISTRICTS
1	291,650	291,650		0
2	291,650	6,713,708		71,323
3	291,650	13,618,771		148,009
4	291,650	13,685,792		148,754
5	291,650	13,754,959		149,522
6	291,650	13,822,650		150,274
7	291,650	13,892,509		151,049
8	291,650	13,960,876		151,809
9	291,650	14,031,434		152,592
10	291,650	14,100,485		153,359
11	291,650	14,171,748		154,151
12	291,650	14,241,490		154,925
13	291,650	14,313,465		155,725
14	291,650	14,383,905		156,507
15	291,650	14,456,800		157,314
16	291,650	14,527,744		158,104
17	291,650	14,601,166		158,920
18	291,650	14,673,021		159,718
19	291,650	14,747,178		160,541
20	291,650	14,819,751		161,347
21	291,650	14,894,649		162,179
22	291,650	14,967,949		162,993
23	291,650	15,043,596		163,833
24	291,650	7,640,365	7,477,263	84,723
		TOTAL (GROSS)	7,477,263	3,427,671
		TOTAL (NPV)	7,121,203	1,886,541

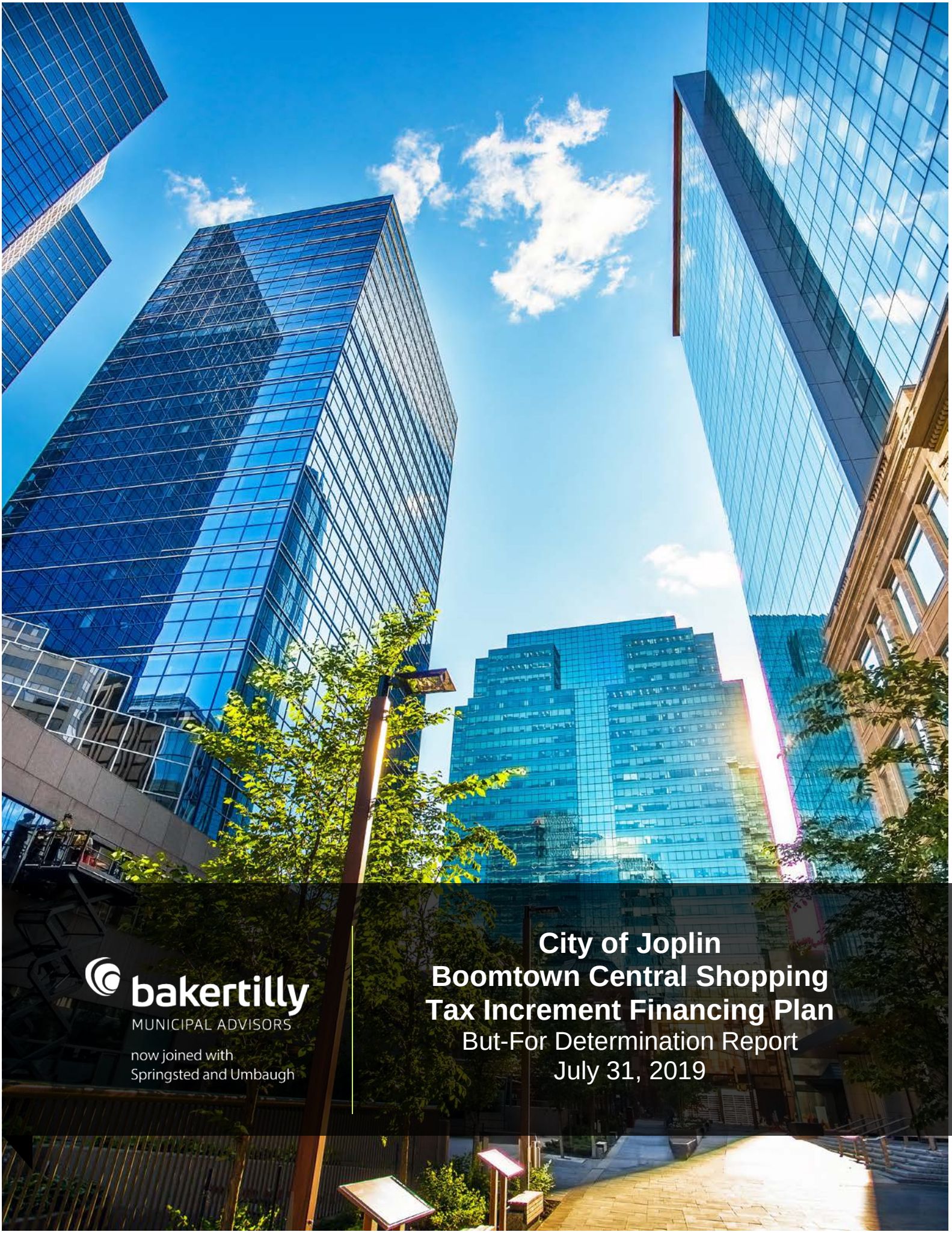
COUNTY 0.0000% 0.00%	CITY 0.1797% 4.05%	SCHOOL 3.6964% 83.21%	HEALTH 0.0500% 1.13%	HANDICAP 0.0501% 0.00%	CNTY FAIR 0.0100% 0.23%	JPN RD DIST 0.2270% 5.11%	AMBLNCE 0.1919% 2.16%	LIBRARY 0.1000% 2.25%	MNTL HEALTH 0.0833% 1.88%	BLIND 0.0300% 0.00%	REPLACEMENT 0.4000% 0.00%
0	524	10,781	146	146	29	662	280	292	243	87	1,167
0	3,409	70,127	146	3,364	190	4,307	6,442	1,897	1,580	2,014	26,855
0	6,511	133,936	146	6,823	362	8,225	13,067	3,623	3,018	4,086	54,475
0	6,541	134,556	146	6,857	364	8,263	13,132	3,640	3,032	4,106	54,743
0	6,572	135,195	146	6,891	366	8,302	13,198	3,657	3,047	4,126	55,020
0	6,603	135,821	146	6,925	367	8,341	13,263	3,674	3,061	4,147	55,291
0	6,634	136,466	146	6,960	369	8,381	13,330	3,692	3,075	4,168	55,570
0	6,665	137,098	146	6,994	371	8,419	13,395	3,709	3,090	4,188	55,844
0	6,697	137,750	146	7,030	373	8,459	13,463	3,727	3,104	4,209	56,126
0	6,728	138,388	146	7,064	374	8,499	13,529	3,744	3,119	4,230	56,402
0	6,760	139,047	146	7,100	376	8,539	13,598	3,762	3,133	4,252	56,687
0	6,791	139,691	146	7,135	378	8,579	13,665	3,779	3,148	4,272	56,966
0	6,823	140,356	146	7,171	380	8,619	13,734	3,797	3,163	4,294	57,254
0	6,855	141,007	146	7,206	381	8,659	13,801	3,815	3,178	4,315	57,536
0	6,888	141,679	146	7,243	383	8,701	13,871	3,833	3,193	4,337	57,826
0	6,920	142,336	146	7,278	385	8,741	13,939	3,851	3,208	4,358	58,111
0	6,953	143,015	146	7,315	387	8,783	14,010	3,869	3,223	4,380	58,405
0	6,985	143,679	146	7,351	389	8,823	14,079	3,887	3,238	4,402	58,692
0	7,018	144,364	146	7,388	391	8,866	14,150	3,906	3,253	4,424	58,989
0	7,051	145,035	146	7,425	392	8,907	14,220	3,924	3,268	4,446	59,279
0	7,084	145,727	146	7,462	394	8,949	14,291	3,942	3,284	4,468	59,579
0	7,117	146,404	146	7,499	396	8,991	14,362	3,961	3,299	4,490	59,872
0	7,151	147,103	146	7,537	398	9,034	14,434	3,980	3,315	4,513	60,174
0	17,388	357,667	3,884	7,574	968	21,965	14,505	9,676	8,060	4,535	60,471
0	164,670	3,387,227	7,238	161,739	9,164	208,013	309,758	91,636	76,333	96,850	1,291,331
0	87,712	1,804,214	3,171	88,239	4,881	110,799	168,992	48,810	40,659	52,837	704,499

Boomtown Central Shopping Tax Increment Financing Redevelopment Plan
Cost-Benefit Analysis (Summary of Tax Revenue Benefits (Gross) to Taxing Districts With Project)

				SALES TAX REVENUES							TOTAL
TIF YEAR	BASELINE YEAR SALES	PROJET 1 ANNUAL RETAIL	PROJET 2 ANNUAL RETAIL	ANNUAL SALES INCREMENT	CITY 2.625%	COUNTY 1.125%	CID* 1.000%	STATE GENERAL 3.000%	STATE EDUCATION 1.000%	STATE OTHER 0.225%	
1	0	$ 14,691,250	$ -	14,691,250	187,077	80,176	10,548	427,604	142,535	32,070	894,364
2	0	58,765,000	8,610,875	67,375,875	857,956	367,695	83,962	1,961,042	653,681	147,078	4,191,744
3	0	59,352,650	34,443,500	93,796,150	1,194,388	511,881	209,598	2,730,031	910,010	204,752	5,995,034
4	0	59,946,177	34,787,935	94,734,112	1,206,332	517,000	211,795	2,757,331	919,110	206,800	6,053,747
5	0	60,545,638	35,135,814	95,681,453	1,218,396	522,170	213,912	2,784,904	928,301	208,868	6,113,072
6	0	61,151,095	35,487,172	96,638,267	1,230,580	527,391	216,052	2,812,753	937,584	210,957	6,172,955
7	0	61,762,606	35,842,044	97,604,650	1,242,885	532,665	218,212	2,840,881	946,960	213,066	6,233,461
8	0	62,380,232	36,200,465	98,580,696	1,255,314	537,992	220,394	2,869,290	956,430	215,197	6,294,536
9	0	63,004,034	36,562,469	99,566,503	1,267,867	543,372	222,598	2,897,983	965,994	217,349	6,356,246
10	0	63,634,074	36,928,094	100,562,168	1,280,546	548,805	224,824	2,926,962	975,654	219,522	6,418,537
11	0	64,270,415	37,297,375	101,567,790	1,293,352	554,294	227,072	2,956,232	985,411	221,717	6,481,476
12	0	64,913,119	37,670,349	102,583,468	1,306,285	559,836	229,343	2,985,794	995,265	223,935	6,545,008
13	0	65,562,250	38,047,052	103,609,303	1,319,348	565,435	231,637	3,015,652	1,005,217	226,174	6,609,200
14	0	66,217,873	38,427,523	104,645,396	1,332,541	571,089	233,953	3,045,809	1,015,270	228,436	6,673,997
15	0	66,880,052	38,811,798	105,691,850	1,345,867	576,800	236,292	3,076,267	1,025,422	230,720	6,739,468
16	0	67,548,852	39,199,916	106,748,768	1,359,325	582,568	238,655	3,107,030	1,035,677	233,027	6,805,556
17	0	68,224,341	39,591,915	107,816,256	1,372,919	588,394	241,042	3,138,100	1,046,033	235,357	6,872,330
18	0	68,906,584	39,987,834	108,894,418	1,386,648	594,278	243,452	3,169,481	1,056,494	237,711	6,939,734
19	0	69,595,650	40,387,713	109,983,362	1,400,514	600,220	245,887	3,201,176	1,067,059	240,088	7,007,838
20	0	70,291,606	40,791,590	111,083,196	1,414,520	606,223	248,346	3,233,188	1,077,729	242,489	7,076,585
21	0	70,994,522	41,199,506	112,194,028	1,428,665	612,285	250,829	3,265,519	1,088,506	244,914	7,146,046
22	0	71,704,468	41,611,501	113,315,968	1,442,951	618,408	253,337	3,298,175	1,099,392	247,363	7,216,163
23	0	72,421,512	42,027,616	114,449,128	1,457,381	624,592	255,871	3,331,156	1,110,385	249,837	7,287,008
24	0	-	42,447,892	42,447,892	540,526	231,654	205,915	1,235,488	411,829	92,662	3,224,767
				TOTAL (GROSS)	29,342,184	12,575,222	5,173,626	67,067,848	22,355,949	5,030,089	147,348,875
				TOTAL (NPV)	16,226,942	6,954,404	2,801,663	37,090,154	12,363,385	2,781,762	81,333,122

1 STATE SALES TAXES NOT SUBJECT TO TIF, CAPTURE 100% OF THEIR LEVY

2 CID EXCLUDES THE HOME IMPROVEMENET STORE



bakertilly
MUNICIPAL ADVISORS
now joined with
Springsted and Umbaugh

City of Joplin
Boomtown Central Shopping
Tax Increment Financing Plan

But-For Determination Report

July 31, 2019

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1. Purpose

The City of Joplin has retained Baker Tilly Municipal Advisors to review the proposed Boomtown Central Shopping Tax Increment Financing Plan. The Redevelopment Area is an approximately 64.46-acre area of land generally located south of E. 32nd Street, east of S. Range Line Boulevard and west of the Kansas City Southern Line. The Plan proposes the construction of a new shopping center containing an approximately 202,209 sf home improvement store, along with a 50,300 sf movie theater complex, a new 4,400 sf fuel station, a 55,980 sf grocery store, and approximately 124,480 sf of additional retail and commercial space.

The City has requested this analysis to determine the need for the requested assistance, based on the cost and operating pro forma information provided by the Developer. The analysis that follows examines whether the proposed redevelopment scenario would reasonably be anticipated to be developed without adoption of the requested financial assistance. The report that follows is pursuant to Missouri Statutes 99.800 et seq. relative to a determination that the proposed TIF Redevelopment Plan would not reasonably be anticipated to be developed without adoption of the TIF Redevelopment Plan.

We have approached this determination based on the proposed plans regarding redevelopment costs, outcomes, financing sources, and timing to develop a measure of the Developer's expected return when compared to the amount of risk. If a development is owned and operated as an investment, a measure of return is calculated considering the time value of money and involves an assumed sale of the property at a price appropriate in the marketplace. This analysis is termed the Internal Rate of Return ("IRR"). The final determination is based on whether or not a potential IRR is reasonable without the requested subsidy, within the current marketplace and at the present time.

The Developer (Denali Summit, LLC) has requested assistance in the following forms:

-Statutory TIF – Seventy-Five percent of the incremental increase in ad valorem property tax revenues ("PILOTS") along with 50% of the incremental increase in economic activity tax revenues ("EATS") which will be captured and re-directed to pay for new eligible reimbursable project costs incurred by the Developer.

-Community Improvement District (CID) Sales Tax – The Developer is proposing the creation of a 1% Community Improvement Sales Tax. For the CID sales tax, the first 50% of the receipts under this sales tax will be captured as TIF revenue and redirected to reimburse TIF eligible improvements. The remaining 50% of the CID sales tax revenue will be used to reimburse the CID budget costs.

2. Executive summary

Determining if a project would occur without subsidy requires the testing of various assumptions which have a material effect on a project's feasibility. We have tested the sensitivity of the return without assistance by varying the cost and the revenue assumptions, each independently and then collectively. The reason for testing sensitivity is to illustrate the magnitude with which project assumptions would have to change in order for the project to be considered feasible without assistance. Table A, below, details the significant findings of the sensitivity analysis:

Table A

Without Assistance Sensitivity Analysis	Change Necessary to be Feasible	Rate of Return without Assistance
Decreased Costs	28% Decrease	7.77%
Increased Revenue	32% Increase	7.67%
Combined Cost and Revenue Changes	15% Decreased Costs 15% Increase Rev	7.74%

The table above indicates the magnitude at which project assumptions would have to change for the project to have a feasible rate of return without assistance. Based on the *Price Waterhouse Cooper Real Estate Investor Survey* the current range of unleveraged market returns for new development projects of this nature is 6.00% to 11.00%, with an average of 7.65% which we used as our feasibility benchmark. Absent the changes outlined above, the projects would not attract a return sufficient to exceed the Developer's threshold for investment and would not likely be completed through private enterprise alone.

Table B, below, illustrates the Developer's projected rates of return with and without assistance, as calculated by Baker Tilly:

Table B

Pro Forma	With Assistance	Without Assistance
Unleveraged	7.71%	2.54%

3. The project

The Developer is proposing the redevelopment of the Redevelopment Area into a commercial shopping center. The Redevelopment Area is an approximately 64.46-acre area of land generally located south of E. 32nd Street, east of S. Range Line Boulevard, and west of the Kansas City Southern Rail Line. The Developer of the project is Denali Summit, LLC who anticipates commencing construction in 2020 with project completion in 2021.

The development will be undertaken in part by the Developer and in part by a third party. The Developer is anticipated to own and operate a 50,300 sf movie theater complex, a new 4,400 sf fuel station, a 55,980 sf grocery store, and approximately 124,480 sf of additional retail and commercial space. A third-party is proposed to purchase a pad ready site from the Developer and will own and operate a 206,209 sf home improvement store including a 40,000 sf lumbar barn.

4. Redevelopment Costs

The total cost of the project is detailed in Table C below.

Table C

Cost Category	Total Cost	% of Total Project Costs	Developer Costs	Third-Party Costs	TIF Reimbursable Costs	CID Reimbursable Costs
Land Acquisition	$7,860,000	9.00%	$4,860,000	-	$3,000,000	-
Demolition	450,000	0.52%	-	-	400,000	$50,000
Relocation of Existing Business	500,000	0.57%	250,000	-	250,000	-
Sitework (Menards)	2,000,000	2.29%	1,000,000	-	1,000,000	-
Sitework (Total Site)	6,494,955	7.44%	-	-	5,494,955	1,000,000
Public Street & Traffic Light Improvements	1,384,560	1.59%	-	-	1,129,560	255,000
Hammonds Blvd Improvements	164,694	0.19%	-	-	164,694	-
Buildings (Phase 1)	20,943,900	23.99%	6,943,900	$14,000,000	-	-
Buildings (Phase 2)	21,614,760	24.76%	21,614,760	-	-	-
Soft Costs (Engineering, Professional Fees)	800,000	0.92%	200,000	-	500,000	100,000
Pad Prep/Development (Phase 1)	3,000,000	3.44%	1,500,000	-	1,500,000	-
Pad Prep/Development (Phase 2)	8,500,000	9.74%	7,000,000	-	1,500,000	-
Construction Management	2,532,000	2.90%	1,766,000	-	766,000	-
Project Administration	633,000	0.73%	316,500	-	316,500	-
Leasing Commissions	850,000	0.97%	850,000	-	-	-
Financing Fees/Interest	9,557,492	10.95%	9,557,492	-	-	-
Total Project Costs	**$87,285,361**	**100%**	**$55,858,652**	**$14,000,000**	**$16,021,709**	**$1,405,000**
Percentage of Total Costs	**100%**		**64.00%**	**16.04%**	**18.36%**	**1.61%**

Acquisition

The Developer provided a cost estimate of $7,860,000 for the acquisition of the property comprising the development site. The development site is comprised of 6 unique parcels of property that total 64.46 acres of land. The Developer has purchased one of the parcels, has option contracts secured on four of the other properties, and is renegotiating the option on the sixth parcel. The Developer's cost of $7,860,000 is reflects their agreed upon amounts within their current contract. The Developer is seeking reimbursement of $3,000,000 for their cost of acquiring the property. On average the Developer's

acquisition cost equates to a per acre cost of $121,936 and represents 9% of the total development cost.

Hard Costs

The total cost grouped together as hard costs are detailed in Table D below.

Table D

Hard Costs	Total Cost	% of Total Project Costs	Developer Costs	Third-Party Costs	TIF Reimbursable Costs	CID Reimbursable Costs
Demolition	450,000	0.52%	-	-	400,000	$50,000
Relocation of Existing Business	500,000	0.57%	250,000	-	250,000	-
Sitework (Menards)	2,000,000	2.29%	1,000,000	-	1,000,000	-
Sitework (Total Site)	6,494,955	7.44%	-	-	5,494,955	1,000,000
Public Streets & Traffic Light Improvements	1,384,560	1.59%	-	-	1,129,560	255,000
Hammond Blvd Improvements	164,694	0.19%	-	-	164,694	-
Buildings (Phase 1)	20,943,900	23.99%	6,943,900	$14,000,000	-	-
Buildings (Phase 2)	21,614,760	24.76%	21,614,760	-	-	-
Pad Prep/Development (Phase 1)	3,000,000	3.44%	1,500,000	-	1,500,000	-
Pad Prep/Development (Phase 2)	8,500,000	9.74%	7,000,000	-	1,500,000	-
Total Hard Costs	**$65,052,869**	**74.53%**	**$38,308,660**	**$14,000,000**	**$11,439,209**	**$1,305,000**

The Developer provided an estimate for the total costs we have grouped as hard costs of $65,052,869 which accounts for 74.53% of the total cost of the project. The Developer will responsible for $38,308,660 of these total costs, while a third-party will be responsible for $14,000,000. The Developer is seeking TIF reimbursement for costs totaling $11,439,209 and CID reimbursement for $1,305,000.

The largest of the cost categories are expenses related to the construction of Buildings with the Developer anticipated to incur costs of $6,943,900 for Phase 1 and $21,614,760. In total the Developer will be constructing 240,160 sf of vertical building improvements, including the grocery store, gas station, movie theatre, and retail buildings. The Developer's per square foot (psf) cost assumption range from $66.76 psf to $160.00 depending on building type. In total their average cost psf amongst all types of buildings is $118.92. The Developer did not provide a separate breakout of costs for tenant improvements, furniture fixtures & equipment (FFE), contingency, or architecture, which we assume are included within their total building cost assumption outlined above.

To provide a comparison, we compared the cost estimates to the Marshall and Swift Swiftestimator for estimated construction costs for similar types of retail buildings within the City of Joplin. In reviewing each of the Developer's building cost assumptions by building type, we found them to be within the range identified by the Switestimator. Based on this the Developer's building cost estimate appears reasonable. The Developer is not seeking reimbursement for any vertical building costs.

The majority of the remaining hard costs are expenses associated with the development of the site. These costs total $21,994,209 and the Developer is seeking TIF reimbursement for certain line-items of $11,189,209 and CID reimbursement of $1,305,000. Costs included within this category included the following line-items: demolition, sitework (Menards), sitework (total site), public streets & traffic light improvements, Hammond Blvd improvements, pad prep/development (phase 1) and pad prep/development (phase 2).

In response to a request for more detailed information regarding the basis for these site costs, the Developer provided a preliminary site construction budgets from Cochran Engineering. The budgets were broken down into three groups, public improvements, project 1, and project 2. These budgets included specific site development line items related to general conditions, demolition, grading, utilities, parking lot/streets, landscaping and engineering fees. Additionally, these budgets included a 15% contingency factor. The total budget within the TIF plan included total costs for these categories of $21,594,209. In comparison the detailed construction cost budget provided by the Developer identified total costs of $21,524,974. Based on this the Developer's site development costs appear reasonable.

The hard cost category is the largest segment of the development costs, accounting for 74.53% of the total project costs. Consequently, this is a segment where project costs savings could have a positive effect on the rate of return realized by the Developer, while higher than estimated costs would have the converse effect. In the return analysis section of the report, we discuss the sensitivity of the rate of return to changes in the project costs, and the effect on the return without assistance of a decrease in project costs.

Soft Costs

The total cost grouped together as hard costs are detailed in Table E below.

Table E

Soft Costs	Total Cost	% of Total Project Costs	Developer Costs	Third-Party Costs	TIF Reimbursable Costs	CID Reimbursable Costs
Soft Costs (Engineering, Professional Fees)	800,000	0.92%	200,000	-	500,000	100,000
Construction Management	2,532,000	2.90%	1,766,000	-	766,000	-
Project Administration	633,000	0.73%	316,500	-	316,500	-
Leasing Commissions	850,000	0.97%	850,000	-	-	-
Financing Fees/Interest	9,557,492	10.95%	9,557,492	-	-	-
Total Soft Costs	**$14,372,492**	**16.47%**	**$12,689,992**	**$0**	**$1,582,500**	**$100,000**

The total amount of the cost categories grouped under the soft cost heading is $14,372,492 which equates to approximately 16.47% of the total development cost. The Developer is seeking TIF reimbursement for costs of $1,582,500 and CID reimbursement of $100,000.

Reviewing the soft costs for largest percentage of the total project costs to smallest, the largest portion of the soft costs is the Financing Fees/Interest line-item of $9,557,492 which is approximately 10.95% of the total project cost. The Developer based this cost estimate on an average construction loan balance of $34,754,515 with a 5.5% interest rate for 5-years. In reviewing the basis on which this cost estimate was made it is difficult to comment on the reasonableness of it. The Developer indicated the cost was based on their approximate total for site development costs, assumes the entire amount of the construction loan is drawn in year 1 as opposed to over a period of time, and does not seem to factor in an equity contribution. However, the construction loan interest also does not factor in costs incurred on the construction of vertical improvements. If the actual amount of this line-item were to be different it could potentially impact the ratio of assistance to private costs. Importantly for this analysis, is this cost is not included within the construction costs included by the Developer in their pro forma and was not included in our unleveraged IRR analysis and therefore variability in this expense would not impact our rate of return analysis.

The other significant soft cost line-item is the Construction Management cost of $2,532,000 for which the Developer is seeking reimbursement from TIF of $766,000. This line-item represents 2.90% of the total project cost. As a percentage of the total hard costs to be included by the Developer this appears to be a reasonable estimate.

The other remaining soft cost line-items, all of which represent 1% or less of the total project costs, and in total are $2,283,000 and cumulatively represent 2.62% of the total

project cost. Included within these are line-items related to engineering and professional fees, project administration, and leasing commissions. The Developer is seeking reimbursement for engineering and professional fees of $500,000 from TIF and $100,000 from CID.

In the “Return Analysis” section of the report we discuss the sensitivity of the rate of return to changes in the project costs, and the effect on the return of a decrease in project costs.

5. Assistance request

The Developer is requesting assistance from the following sources related to the development of the commercial/retail portion of the development:

-Statutory TIF – seventy five percent of the incremental increase in ad valorem property tax revenues ("PILOTS") along with 50% of the incremental increase in economic activity tax revenues ("EATS") which will be captured and re-directed to pay for new eligible reimbursable project costs incurred by the Developer.

-Community Improvement District (CID) Sales Tax – The Developer is proposing the creation of a 1% Community Improvement Sales Tax. For the CID sales tax, the first 50% of the receipts under this sales tax will be captured as TIF revenue and redirected to reimburse TIF eligible improvements. The remaining 50% of the CID sales tax revenue will be used to reimburse the CID budget costs.

The requested assistance will be on a pay-as-you-go basis with the Developer initially funding all redevelopment project costs and receiving reimbursement for eligible redevelopment project costs as the TIF and CID revenues are captured and re-directed. The Developer is seeking reimbursement from TIF and CID revenues of $17,426,709, plus interest at an estimate rate of 5.0%. Based on the TIF and CID revenues projections prepared by the Developer, they are projecting if TIF and CID revenues are realized as projected that it will take approximately 11-years to reimburse the eligible TIF and CID project costs.

The Developer will be funding their portion of the Project costs through a mix of Developer equity and private debt. The Developer's pro forma did not identify the split between debt and equity. The Developer will be responsible for initially privately financing the $17,426,709 of TIF/CID redevelopment project costs that are anticipated to be reimbursed through future TIF/CID revenues.

Table F provides the anticipated sources that will be utilized to fund the redevelopment project. The TIF and CID revenues will be provided on a pay-as-you-go basis, with revenues received used to offset the private equity and debt of the Developer

Table F

Sources	Amount
Developer Equity and Private Debt	$67,785,361
Third Party Project Costs	$14,000,000
Pad Sale Proceeds	$5,500,000
Total Sources	**$87,285,361**

6. Return analysis

Utilizing the operating pro forma prepared by the Developer we evaluated the need for assistance for the proposed development by comparing the potential return with and without assistance. The Developer provided a 10-year operating pro forma for the development based on construction costs, including vertical building costs, being incurred over a period of four-years, with full occupancy occurring over five-years. Utilizing the information provided by the Developer's pro forma we calculated an unleveraged internal rate of return (IRR) calculation after the 10-years of the pro forma. We utilized this IRR analysis to illustrate the potential return with and without the requested TIF and CID assistance. The return realized by the Developer is a result of the assumptions used in the creation of the operating pro forma, therefore a number of steps must be performed to analyze the reasonableness of the assumptions used.

Step One – Evaluate Project Costs:

The first step in analyzing the return to the Developer is to determine if the costs presented are reasonable. We have discussed a portion of the costs above and have commented on the mechanics whereby cost savings on the private side could occur. If cost savings for the Developer's share occur absent any other changes, the Developer would realize a greater return than projected. In the following sensitivity analysis we examine the impact of cost savings on the projected rate of return without assistance.

Step Two – Evaluate Operating Pro Forma Assumptions:

The second step in calculating the return to the Developer is to determine if the operating revenues and expenses of the proposed development are reasonable. The Developer projected average lease rates for the retail components that will be constructed, and a pad sale price for the pad that will be sold.

- The Developer has assumed lease rates ranging from $10.50 to $22.000 depending on the type of product. Their average lease rate was $16.22.
- The Developer assumed a 5% vacancy assumption for a portion of their leased retail space.
- The Developer has estimated a pad sale price of $5,500,000.

We reviewed third-party market information to evaluate the projected lease rate and found them to be in accordance with currently available market comps. The Developer's pad sale assumption is somewhat difficult in that there are not readily available sales comparisons, however we do feel this is adequately addressed within the sensitivity analysis.

Step Three – Evaluate Hypothetical Sale Assumptions:

The third step in analyzing the return to the Developer is to determine if the assumptions for the hypothetical sale of the asset are reasonable. The calculation of an internal rate of return requires the assumption of a hypothetical sale of the asset in the final year of the operating pro forma. The inclusion of this hypothetical sale is used purely for purposes of evaluating the return on the Developer's investment. The determination of the potential market value of the project through a hypothetical sale is necessary as it allows for inclusion of the value of the asset into the rate of return calculation. The calculation of an IRR without the hypothetical sale would result in an understated return, as the return would not take into account the value of the real estate asset. The use of a hypothetical sale assumption is not indicative of the Developer's intention to sell the development in the final year.

The critical assumption when valuing the asset at the time of the hypothetical sale is the capitalization rate. The available net operating income divided by the capitalization rate results in the assumed fair market value of the asset. The Developer has used a capitalization rate of 7.00% for the project to calculate the hypothetical sale value. In reviewing historical cap rate trends for retail developments, we feel that 7.00% is a reasonable assumption.

Baker Tilly – Adjusted Unleveraged Return Analysis:

Table G below, shows our calculated Unleveraged Internal Rate of Return (IRR) calculation for the project with and without the requested assistance.

Table G

Baker Tilly Pro Forma	Unleveraged IRR
Without assistance	2.54%
With assistance	7.71%

Market Return Benchmark:

The Developer's return was modified to be measured on an unleveraged IRR calculation in order to compare the potential return to the Developer to a third-party market source in the *Price Waterhouse Cooper Real Estate Investor Survey* prepared for the second quarter of 2019. The *PWC Real Estate Investor Survey* provides a market comparison on which project feasibility can be judged.

To evaluate the rate of return a project of this nature would require to be considered "feasible" we consulted this survey as a resource to compare the Developer's rate of return to a market benchmark to help determine feasibility. According to the developers surveyed, undertaking the development of a retail development, the typical unleveraged

market return necessary to pursue a project of this nature falls in a range from 6.00% to 11.00%; with an average return of 7.65%.

Sensitivity analysis

In order to answer the question "is the development likely to occur without public assistance" we analyzed the without incentive scenarios, using the Baker Tilly Unleveraged Return Analysis Pro Forma without assistance as the basis for the sensitivity analysis. The sensitivity analysis is performed in order to understand the magnitude at which project costs would have to decrease, or conversely project revenues would have to increase, for the project to be considered feasible. For this sensitivity analysis we used the *PWC Real Estate Investor Survey* average return of 7.65%

To understand the impact of the project cost assumptions, we performed a cost sensitivity analysis to determine the rate at which the Developer incurred project costs would have to be reduced for the projected rate of return to be in excess of our feasibility benchmark without assistance. Table H illustrates the development would need to realize a 28% reduction in project costs in order to be feasible without assistance. Given a 28% reduction in costs the project would have a rate of return of 7.77%.

Table H

Project Costs Sensitivity	Reduction in Project Costs	Rate of Return without assistance
	28%	7.77%

To understand the impact of increased lease revenues and pad sales, we have performed a sensitivity analysis to determine the rate at which both of these assumptions would need to increase for the projected rate of return to be in excess of our feasibility benchmark without assistance. Table I illustrates the development would need to realize an 32% increase in both projected lease rates and pad sales for the project to be feasible without assistance. Given a 32% increase in project revenues, the project would have a rate of return of 7.67% which falls into the reasonable range.

Table I

Project Lease Revenue and Pad Sale Sensitivity	Increase in Project Revenue	Rate of Return without assistance
	32%	7.67%

As a final step in the sensitivity analysis, and to understand the impact of a combined change in project costs and project revenues, we have performed a sensitivity analysis to determine the rate at which these areas would have to change for the projected rate of return to be in excess of our feasibility benchmark without assistance. Table J illustrates the development would need to realize a combined 15% decrease in project costs and a 15% increase in project revenues for the project to be feasible without assistance. Given these changes in assumptions the project would have a rate of return of 7.74%.

Table J

Combined Sensitivity	Reduction in Project Costs	Increased Project Revenues	Rate of Return without assistance
	15%	15%	7.74%

The three tables above (Tables H, I, and J) indicate the magnitude at which project assumptions would have to change for the project as a whole to have a rate of return in excess of the 7.65% feasibility benchmark used in the sensitivity analysis. Absent changes of the magnitude outlined above; the project would not have a sufficient return to draw market investment. Only by assuming either increases in project revenues, decreases in project costs, or a combination of the two does the return increase to a feasible level without public assistance. However, we project changes of the magnitude outlined above are unlikely to be realized, which indicates the proposed project, when viewed as a whole, would not likely be completed through private enterprise alone.

7. “But-For” conclusion

The proposed development contemplates the construction of shopping center. In addition, the Developer will undertake necessary site construction costs necessary to redevelop the site. The Developer will bear all the risk until project completion and permanent financing is in place and continued operating risk thereafter. This level of risk typically demands a positive return with a range between 6.00% and 11.00% based on the *Price Waterhouse Cooper Real Estate Investor Survey*, with an average return of 7.65%. The unleveraged rate of return with assistance is 7.71% and without is 2.54%. As detailed above, the projected IRR to the Developer without assistance falls outside of this low-end of the range expected within the marketplace and significantly below the average return used as our feasibility benchmark. In comparison, the return with assistance is consistent with the average return used in our analysis.

A blight Study prepared by Sterrett Urban LLC, dated March 18, 2019, and an affidavit signed by the Developer dated April 3, 2019 state that the redevelopment area is a blighted area and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of tax increment financing. Based upon the Blight Study, Developer Affidavit, and upon our analysis, Baker Tilly Municipal Advisors concludes that the proposed project, without assistance, would not likely be undertaken at this time without the requested assistance.

City of Joplin Staff Analysis of Boomtown Central Shopping Tax Increment Financing Plan

Introduction

The City of Joplin has received an application for approval of the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan (the "TIF Plan") submitted by Denali Summit, LLC (the "Applicant"). The TIF Plan proposes the redevelopment of approximately 64.46 acres of land in an area south of East 32nd Street, east of South Range Line Road and west of the Kansas City Southern rail line (the "Redevelopment Area"). Under the TIF Plan, the Redevelopment Area will be redeveloped as two separate Redevelopment Projects with retail and commercial facilities. The TIF Plan proposes the construction of a new retail shopping center anchored by a 206,209 square foot Menards home improvement store along with a 50,300 square foot movie theater complex, a 4,400 square foot fuel station, a 55,980 square foot grocery store, and approximately 124,480 square feet of additional retail and commercial space. To-date, Menards is the only retailer that the Developer has confirmed will be located in the shopping center. Improvements necessary to redevelop the Redevelopment Area include construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements.

The TIF Plan identifies the need for public assistance through the adoption of tax increment financing to help eliminate blighted conditions through the funding of the improvements described above and other Redevelopment Project Costs which will ultimately enhance the tax base of the taxing districts within the Redevelopment Area. It is not reasonably anticipated that the Redevelopment Area will be developed through private investment without the use of tax increment financing.

State law in Sections 99.800 through 99.865 RSMo (the "TIF Act") provides for the allocation of 100% of the incremental increase in real property taxes generated by the property in the form of payments in lieu of taxes (PILOTS) and 50% of the incremental increase in economic activity taxes (EATS) generated by the property to help fund a portion of the Redevelopment Project Costs. However, the TIF Plan provides for twenty-five percent (25%) of the PILOTS generated in the Redevelopment Area to be declared surplus and returned to the taxing jurisdictions each year. The TIF Plan provides for use of TIF revenues to reimburse the Applicant for eligible Redevelopment Project Costs associated with the Redevelopment Projects until the costs for each Redevelopment Project have been paid or for 23 years from the date of activation of each Redevelopment Project, whichever occurs first. The TIF Plan also provides for an additional source of revenue in the form of an additional one (1) cent sales tax imposed within portions of the boundaries of the Redevelopment Area (not including the Menards store site) through the creation of a Community Improvement District ("CID"). The TIF will capture 50% of this sales tax and the remaining 50% of the sales tax will also be used to pay for reimbursable project costs in the Redevelopment Area related to the proposed projects. Upon completion of this TIF Plan, and the payment of all eligible reimbursable Redevelopment Project Costs as provided in the TIF Plan, all tax revenue from the Redevelopment Area will be paid to all taxing entities within the area as prescribed by law.

Review Process of the TIF Application

The TIF Commission has adopted procedures for the submission of applications in accordance with the TIF Act that sets forth a process whereby a draft application was submitted to and reviewed by the City staff. The Applicant then submitted a TIF Plan which the City staff reviewed and determined to be complete. In addition, the Applicant entered into a funding agreement with the City to pay for costs incurred by the City to complete the review process. Once the City staff received and reviewed the TIF Plan and determined it was in conformance with applicable City policies and requirements, on behalf of the TIF Commission, the statutorily required 45 day notice of the TIF Commission public hearing was sent to the affected taxing jurisdictions and statutorily required notices were published in the newspaper and mailed to affected property owners. Between the date on which the notice of public hearing was mailed and the public hearing date, proposals were solicited for alternative proposals from other developers to develop the property at issue, as required by the TIF Act. No alternative proposals were received.

As part of City staff's due diligence in reviewing the proposed TIF Plan, the City retained Baker Tilly (formerly Springsted, Inc.), a consulting firm that specializes in assisting governmental entities on real estate and economic development projects, to conduct an independent analysis of the financial feasibility of the TIF Plan. The City also retained the services of special counsel Chris Williams of Williams & Campo, P.C., to assist in the legal review of the application and process.

In order for the TIF Plan to be adopted, the TIF Act requires that the City Council make the following six findings:

1. The development area on the whole is a blighted area, a conservation area, or an economic development area and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a detailed description of the factors that qualify the development area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the development plan, attesting that the provisions of this subdivision have been met;

2. The development plan conforms to the comprehensive plan for the development of the municipality as a whole;

3. The estimated dates, which shall not exceed more than twenty-three years from the adoption of the ordinance approving a development project within a development project area, of completion of any development project and retirement of obligations incurred to finance development project costs have been stated, provided that no ordinance approving a development project shall be adopted later than ten years from the adoption of the ordinance approving the development plan under which such project is authorized and provided that no property for a development project shall be acquired by eminent domain later than five years from the adoption of the ordinance approving such development project;

4. A plan has been developed for relocation assistance for businesses and residences;

5. A cost-benefit analysis showing the economic impact of the TIF Plan on each taxing district which is at least partially within the boundaries of the development area. The analysis shall show the impact on the economy if the project is not built, and is built pursuant to the development plan under consideration. The cost-benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information from the developer for the commission established in Section 99.820, RSMo to evaluate whether the project as proposed is financially feasible; and

6. A finding that the TIF Plan does not include the initial development or development of any gambling establishment.

FINDING # 1 - The City Council must find that the Redevelopment Area is a blighted area, a conservation area, or an economic development area and *as a whole* has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

Analysis:

Nature of Area

The Applicant is requesting that the Redevelopment Area be designated as a "Blighted Area." The TIF Act defines a "Blighted Area" as:

> An area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

Exhibit 7 of the TIF Plan is a Blight Study that documents the conditions found to be present in the Redevelopment Area and analyzes how those conditions qualify it to be a "Blighted Area" as defined in the TIF Act. This analysis concludes that the Redevelopment Area meets the requirements for designation as a "Blighted Area" constituting an economic liability and a menace to the public health, safety, morals, or welfare based upon a predominance of the following factors:

- Unsanitary and unsafe conditions
- Defective or inadequate street layout
- Improper subdivision or obsolete platting
- Deterioration of site improvements
- The existence of conditions which endanger life or property by fire and other causes

"But For" Test

Exhibit 8 of the TIF Plan includes an affidavit from the Applicant stating that the Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing. In addition, Baker Tilly has completed an independent, detailed analysis of various

financial aspects of the TIF Plan including the reasonableness of the development assumptions and the accuracy of calculations used in the TIF Plan. The results of this analysis were provided to the City in a But-For Determination Report dated July 31, 2019 that concludes that the proposed project, without assistance, would not likely be undertaken at this time without the requested assistance.

Percentages of Reimbursable Costs

The City's adopted Policy for the Consideration and Evaluation of Tax Increment Financing Applications (the "Policy") establishes general goals and policies to be used by the City in considering applications for TIF assistance. The Policy establishes as a general goal that TIF assistance for a redevelopment project should typically not exceed 15% of the total project costs. This TIF Plan contemplates local tax increment financing assistance totaling $17,426,709 which represents approximately 20% of the anticipated total costs of the Redevelopment Project of $87,285,361. The Policy further states "This limitation may be modified for projects that involve the redevelopment of existing structures or the assembly and clearance of land upon which existing structures are located." This TIF Plan involves the assembly and clearance of land with existing structures but is 5% above the 15% general goal.

Conclusions of Analysis

Exhibit 7 of the TIF Plan concludes that the Redevelopment Area meets the requirements for designation as a "Blighted Area." Based on a review of this information and independent knowledge and observations of the Redevelopment Area, it is the opinion of City staff that the Redevelopment Area qualifies as a "Blighted Area" per the TIF Act.

With regard to the "But For" test, the Applicant has submitted an affidavit stating under oath that without the use of TIF assistance, the proposed project is not economically feasible. Further, in the TIF Plan, the Applicant has articulated a number of factors supporting the conclusion that the Redevelopment Area will not likely be developed as proposed without TIF assistance. In addition, as noted above, Baker Tilly has provided an independent But-For Determination Report that concludes that the project, as proposed, meets the "But For" test. Based on the affidavit submitted by the Applicant, a review of the information included in the TIF Plan, and information provided by Baker Tilly in its But-For Determination Report, City staff believes that the Redevelopment Area on the whole would not be likely to develop and the Redevelopment Projects would not occur as proposed "But For" TIF assistance.

FINDING # 2 - The City Council must find that the TIF Plan conforms to the Comprehensive Land Use Plan for the development of the municipality as a whole.

Analysis:

City staff has provided a letter confirming that the TIF Plan is in compliance with the *Joplin Moving Forward: Comprehensive Plan 2012* of the City of Joplin. Therefore, City staff has determined that a finding should be made that this requirement has been met.

FINDING # 3 - The City Council must find that the estimated dates for the completion of projects and retirement of obligations incurred to finance the development do not exceed twenty-

three (23) years from the time a redevelopment project is authorized, that no redevelopment project is scheduled to begin more than ten (10) years after the adoption of the TIF Plan, and that no property will be secured by eminent domain later than five (5) years from the adoption of any ordinance approving a redevelopment project.

Analysis:

A review of the TIF Plan indicates that the estimated date for completion of the Redevelopment Projects and retirement of any obligations will not exceed 23 years from the anticipated date of the adoption of the ordinance approving a Redevelopment Project and that this ordinance will be adopted within 10 years. The TIF Plan further states that the applicant is not requesting that the City issue obligations for the Redevelopment Projects. The TIF Plan does not contemplate the acquisition of property by eminent domain. Therefore, City staff concludes that sufficient information exists for the City Council to make this finding.

FINDING # 4 - The City Council must find that a plan has been developed for relocation assistance for businesses and residences.

Analysis:

Exhibit 10 of the TIF Plan includes a relocation assistance plan which meets the requirements of the TIF Act.

FINDING # 5 - The City Council must find that the cost-benefit analysis shows the economic impact of the TIF Plan on each taxing district which is at least partially within the boundaries of the development area, that the analysis shows the impact on the economy if the project is not built, as well as if it is built pursuant to the development plan under consideration, that the cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and that there is sufficient information from the developer for the commission to evaluate whether the project as proposed is financially feasible.

Analysis:

A cost-benefit analysis has been included as Exhibit 11 to the TIF Plan showing the economic impact of the TIF Plan on each taxing jurisdiction and political subdivision that is at least partially within the boundaries of the proposed development area. As required by the TIF Act, the analysis includes the impact on the economy if the project is not built or is built in accordance with the TIF Plan.

As noted previously, the City retained Baker Tilly to review the financial aspects of the TIF Plan including its financial feasibility. Baker Tilly has provided the City with an independent Cost-Benefit Analysis dated August 1, 2019. This analysis finds that the City will see positive economic impacts in excess of the incentives being requested if the Applicant's assumptions about buildout, market absorption and sales receipts are accurate. The analysis also considers various scenarios where changes to these assumptions would have an impact on the projected positive economic impact from the project.

One of the factors identified in the analysis relates to the issue of the potential shifting of sales within the City. Baker Tilly describes this as the "substitution effect" which is the movement of existing sales currently occurring within the City into sales occurring within the proposed Redevelopment Area where 50% of the sales tax revenues will be captured by the TIF. Baker Tilly's analysis notes that more than 50% of the sales in the Redevelopment Area would need to be new to the City (and not sales shifted from existing businesses in the City) or otherwise the City would see a negative net benefit from the project.

At this point, the staff and Baker Tilly do not have sufficient information or an independent analysis to review or rely on regarding how much in new sales to the City can reasonably be expected to be generated in the proposed Redevelopment Area. While this does not necessarily preclude making a finding that with TIF assistance, this project is financially feasible, it does raise a significant policy issue which is addressed in the Conclusion and Recommendation below.

FINDING # 6 - The City Council must find that the TIF Plan does not include the initial development or development of any gambling establishment.

Analysis:

A review of the TIF Plan indicates that it does **not** include the initial development or development of any gambling establishment, as required by the TIF statute.

CONCLUSION AND RECOMMENDATION

As outlined above, there is a sufficient basis to support making the required findings pursuant to the requirements of the TIF Act. However, as noted in the analysis of Finding #1, the TIF Plan requests TIF assistance above the general goal, which raises a policy issue. Also, as noted in the analysis of Finding #5, the impact of the substitution effect regarding the movement of existing sales occurring in the City into the Redevelopment Area raises a significant policy issue. Without further, independent study and analysis, staff is unable to reasonably conclude whether the proposed TIF Plan and Projects can be expected to result in a net positive or negative impact to the City. In light of this, staff strongly recommends that before the Commission closes the public hearing and votes on its recommendations to the City Council regarding the proposed TIF Plan, a market analysis study should be performed by an independent third party consultant. The information from this study will enable the staff and Baker Tilly to better assess and advise the TIF Commission and ultimately the City Council as to whether the proposed project would be expected to result in a net positive or negative benefit to the City. It is staff's recommendation to continue this hearing to September 19, 2019 at 5:30 p.m. to allow for the completion of the market study.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-516 – Approving a one-year Contract with CIGNA to provide dental insurance coverage

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-516 Ordinance; Exhibit "A"-Dental Insurance Agreement

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: David Allgood; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves a one-year contract with CIGNA to provide dental insurance coverage for City employees.

BACKGROUND
In 2015, the City let a bid for dental, vision, life and health insurance services for a five-year period. CIGNA provided the lowest and best bid for dental insurance coverage with a two-year price guarantee. The price for this service is then negotiated in the following years, based on actual claims experience.

For the 2019 coverage, CIGNA submitted a renewal with no increase and a rate guarantee cap of no more than a 5% increase for the 2020 coverage. Our actual claims experience shows the increase would have been approximately 26% without this cap. As a result, there will be a 5% increase for dental insurance coverage for the 2020 calendar year.

The total *monthly* premium cost for single coverage will increase from $28.58 to $30.00. The employee is responsible for 30% of the monthly premium or $9.00. The City pays 70% or $21.00 per month. The total *monthly* premium cost for family coverage will increase from $76.00 to $79.80. The employee is responsible for 35% of the monthly premium or $27.94. The City pays 65% or $51.86 per month.

The total estimated City cost for this benefit is $215,000.00. The contract will begin on January 1, 2020. All insurance services will be bid during 2020 for coverage in 2021.

FUNDING SOURCE

This item is expensed to all funds based on where employees are charged. This increase will be absorbed in the 2020 budget.

RECOMMENDATION

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

COUNCIL BILL NO. 2019-516 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A', by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

Cigna Healthcare Financial Exhibit for:

City of Joplin

Effective Date: January 01, 2020

Plan Cost Summary - Rates

		Total Enrollment	Current	Renewal
Cigna Rates				
Dental PPO	Employee	214	$28.57	$30.00
Dental PPO	Emp + Family	263	$75.99	$79.79
Monthly Total			$26,099.35	$27,404.32
		Renewal Change		**5.00%**

This quote assumes the proposed benefits will be administered on Dentacom.

City of Joplin
Authorized Signature

Cigna Healthcare Financial Exhibit for:

City of Joplin - Dental PPO

Effective Date: January 01, 2020

This is a summary of benefits for your dental plan.
All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Plan Design	Total Cigna DPPO		
	Cigna DPPO Advantage	Cigna DPPO	Out-of-Network
Calendar Year Maximum			
(Class I, II, III Expenses)	$750, Class I Applies	$750, Class I Applies	$750, Class I Applies
Calendar Year Deductible			
Per Individual	$25	$25	$25
Per Family	$75	$75	$75
Class I Expenses - Preventive & Diagnostic Care			
Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency Care to Relieve Pain	100%, No Deductible	100%, No Deductible	100%, No Deductible
Class II Expenses - Basic Restorative Care			
Fillings Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Minor Periodontics Major Periodontics Root Canal Therapy / Endodontics Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Brush Biopsy	90%, After Deductible	80%, After Deductible	80%, After Deductible
Class III Expenses - Major Restorative Care			
Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	60%, After Deductible	50%, After Deductible	50%, After Deductible
Class IV Expenses - Orthodontia			
Coverage for Eligible Children Only Lifetime Maximum	50%, No Ortho Deductible $750	50%, No Ortho Deductible $750	50%, No Ortho Deductible $750
Class V Expenses - TMJ			
Not Covered	Not Covered	Not Covered	Not Covered
Class IX Expenses - Implants			
	Not Covered	Not Covered	Not Covered
Dental Plan Reimbursement Levels	Based on Contracted Fees	Based on Contracted Fees	90th Percentile

Additional Member Responsibility in excess of Coinsurance	None	None	Yes, the difference between Billed Charges and the plan reimbursement
Student/Dependent Age	26/26		

P0002 (NS001) Network. Prepared by Underwriting.

07/27/2019 11:03 AM

Cigna

Cigna Dental PPO / Indemnity Exclusions and Limitations:

Procedure	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorex: 1 every 3 calendar years
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 5 years
Prosthesis over Implants	1 per 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Bridges	Replacement every 5 years
Dentures and Partials	Replacement every 5 years
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Orthodontia	For dependent children, up to age 19
Missing Tooth Provision	The amount payable is 50% of the amount otherwise payable until insured for a specified time period; thereafter, considered a Class III expense
Late Entrant Limit	50% coverage on Class III and IV (if applicable), for 12 months
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of $200 is proposed

Benefit Exclusions:

* Services performed primarily for cosmetic reasons
* Replacement of a lost or stolen appliance
* Replacement of a bridge or denture within five years following the date of its original installation
* Replacement of a bridge or denture which can be made useable according to accepted dental standards
* Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
* Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
* Bite registrations; precision or semi-precision attachments; splinting; Surgical implant of any type
* Instruction for plaque control, oral hygiene and diet
* Dental services that do not meet common dental standards
* Services that are deemed to be medical services
* Services and supplies received from a hospital
* Charges which the person is not legally required to pay
* Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
* Experimental or investigational procedures and treatments
* Any injury resulting from, or in the course of, any employment for wage or profit
* Any sickness covered under any workers' compensation or similar law
* Charges in excess of the reasonable and customary allowances
* To the extent that payment is unlawful where the person resides when the expenses are incurred;
* Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
* For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
* To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
* To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
* In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

*** In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.*

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Did you know that all of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

Prepared by Underwriting.

PROPOSAL TERMS AND CONDITIONS for Dental

A. General Terms of this Proposal

Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group Dental benefit plan (the "Plan") sponsored by City of Joplin. This proposal is valid for 60 days from its original date of release, 07/27/2019. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

Proposal Caveats

Cigna HealthCare may revise or withdraw this Proposal if:

1 there is a change to the effective date of the quote.
2 the Plan benefits are different than shown or benefit modifications are requested.
3 participation is below 45%. This will be based on the total eligible employees, identified as .
4 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
5 it is not the exclusive provider of Dental for all of City of Joplin's employees in all worksites.

B. Scope and Application of this Proposal

Unless otherwise indicated, this Proposal:

1 assumes the quoted Dental rates are valid only when Dental is sold on a Stand-alone basis.
2 assumes no employer contribution. There must be a section 125 plan in effect. Subscribers must be enrolled in the Cigna Dental plans for at least one year.
3 assumes the Cigna DPPO network is included in the second benefit tier. Therefore the Dental Network Savings Program is included.
4 assumes the premium rates proposed by Cigna Healthcare are subject to final Underwriting approval and may be changed due to differences in selection of benefits, changes in census data, or any other changes in risk determined by Cigna Healthcare.
5 includes rates which are subject to regulatory approval. If, as of their proposed effective date, regulatory approval is not obtained, Cigna shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically upon approval.
6 assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will supersede the Proposal in the event of a conflict.
7 includes Dental rates which are guaranteed for a period of 12 months while the contract remains inforce.
8 assumes the rates contain sufficient commission load for Dental of 10%.
9 assumes only a passive DPPO plan may be offered to TX or MS employees due to regulatory requirements.
10 assumes the plan will be implemented using Cigna's standard policy provisions, limitations, and contract language as reflected in Cigna's summary plan description unless specific modifications have been approved and rated appropriately. These standards are summarized in the Underwriting benefit summary. Any benefit modifications must be communicated in writing from Underwriting.
11 contains rates which do not include costs for Health Insurance Assessment fees (PPACA) for 2019. Rates for 2020 include Health Insurance Assessment fees (PPACA). Rates later than 2020, will be adjusted to include applicable PPACA fees imposed for that time period. Cigna reserves the right to modify quoted rates, as necessary, consistent with any future changes in regulation or costs.
12 Cigna's Dental and/or Vision products are "excepted benefits" and not subject to Essential Health Benefit requirements.
13 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
14 The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
15 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-517 – Approving a one-year Contract with Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-517 Ordinance; Exhibit "A"-Anthem BCBS Agreement

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: David Allgood; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves a one-year contract with Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage for City employees.

BACKGROUND
In 2015, the City let a bid for dental, vision, life and health insurance services for a five-year period. Anthem BCBS provided the lowest and best bid for stop loss coverage and third-party administrative services. The price for these services is negotiated in the following years, based on actual claims experience. Also, after an evaluation of the annual large claims incurred, it was determined that the current stop loss coverage of $150,000 per claim is still the appropriate level of protection.

Anthem submitted an increase of 10% in the overall stop loss fee. The single fee will increase from $45.07 to $65.73 per employee per month. The family fee will decrease from $144.28 to $141.40 per employee per month. The annual premium will be approximately $611,625, which is an increase of $55,371. Anthem guaranteed their administrative fee for 2019 and 2020. The rate will remain at $41.10 per employee per month. The annual premium will be approximately $245,600.

As a result of actual claims costs, the stop loss fees and administrative fees, the health insurance premiums will be increasing 5.6% for 2020. Since the City returned to self-insured coverage, the ten-year trend is 5.6%. During this same ten-year time period, the national trend increase for health insurance costs has been 6.8%. Claims costs are a function of both utilization and prices. The Joplin Health Nuts continues to work with city employees to decrease utilization and

become better “consumers” of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will increase from $472.32 to $498.88 per employee. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City’s monthly premium will increase from $991.88 to $1,047.68 per employee. The employee’s monthly premium will increase from $330.64 to $349.24. The total estimated increase to the City for this benefit is $243,000.00.

The contract will begin on January 1, 2020. All insurance services will be bid during 2020 for coverage in 2021,

FUNDING SOURCE

This item is expensed to all funds based on where employees are charged. This increase is included in the 2020 budget.

RECOMMENDATION

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

COUNCIL BILL NO. 2019-517 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

Anthem BlueCross BlueShield

SELF INSURED RENEWAL PROPOSAL

GROUP NAME: **City of Joplin**

DATE: 8/26/2019

ACCOUNT SUMMARY

MARKETING REP:	Broz, Alvina
BROKER COMMISSIONS:	0.00% LEVEL
CONTRACT YEAR:	01/01/2020 THRU 12/31/2020
CURRENT CONTRACTS:	498
CURRENT MEMBERS:	1,165
TYPE OF FUNDING:	ASO WITH STOP LOSS
SIC CODE:	9111

Anthem BlueCross BlueShield

SELF INSURED ACCOUNT INFORMATION

Group Name:	City of Joplin
Effective Date:	01/01/2020 THRU 12/31/2020
SIC Code:	9111
Proposed PBM:	Anthem (IngenioRX)

Current Account Information

Current Funding Method:	ASO WITH STOP LOSS
Current Carrier or TPA:	Anthem
If Current Anthem; Original Effective Date:	1/1/2011

Requested Specific Stop Loss Coverage

Specific Stop Loss Level:	$150,000
Lifetime Maximum:	Unlimited
Annual Maximum:	Unlimited

Coverages under Specific Stop Loss

Medical:	Yes
Rx:	Yes
Dental:	No
Vision:	No
Contract Basis:	Paid

Anthem BlueCross BlueShield

SELF INSURED RATES INFORMATION

Group Name:	City of Joplin
Effective Date:	01/01/2020 THRU 12/31/2020
Employees:	498
Members:	1,165
Specific Stop Loss Level:	$150,000

COMPOSITE RATES

	Current	Renewal	% Change
Administration Fees	$41.10	$41.10	0.0%
Brokers Commissions	$0.00	$0.00	-
Bluecard Fees	$0.00	See Note Below	-
			-
Specific Stoploss	$93.08	$102.35	10.0%
Total Fixed Costs	**$134.18**	**$143.45**	**6.9%**

Admin fee includes $5000 annual wellness fund. Admin fee guaranteed for 1/1/19 - 12/31/20

TIERED RATES

Enrollment	498	257	41	23	177
	Composite	EE	ES	EC	FAM
Administration Fees	$41.10				
Brokers Commissions	$0.00				
Bluecard Fees	See Note Below				
Specific Stoploss	$102.35	$65.73	$141.40	$141.40	$141.40
Total Fixed Costs	**$143.45**				

ANNUALIZED TOTAL COSTS

	Current	Renewal	% Change
Administration Fees	$245,614	$245,614	0.0%
Brokers Commissions	$0	$0	-
Bluecard Fees	$0	See Note Below	-
Specific Stoploss	$556,254	$611,625	10.0%
Total Fixed Costs	**$801,867**	**$857,239**	**6.9%**

***BlueCard Fees are billed as claim as they are presented; BlueCard Fees are not covered under the Aggregate or Specific Stop Loss.

Please refer to Assumptions and Conditions.

City of Joplin
Group Authorized Signature

Anthem BlueCross BlueShield

SELF INSURED BENEFIT PAGE

Group Name: City of Joplin
Effective Date: 01/01/2020 THRU 12/31/2020
SIC Code: 9111

Option #	1								
Option Label	BPS PPO								
HSA-HRA Plan	NO								
PBM Formulary	National								
Network	Blue Preferred Select								
Plan Design Summary	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Deductible										
Individual	$500	$1,000								
Family	$1,000	$2,000								
Coinsurance	80%	60%								
Out of Pocket Maximum										
Individual	$1,500	$4,500								
Family	$3,000	$9,000								
Copays										
Primary Care Physician	$25	ded/coin								
Specialist Physician	$25	ded/coin								
Urgent Care	$50	ded/coin								
Emergency Room	$150	$150								
Inpatient Hospital	ded/coin	ded/coin	OPTION NOT AVAILABLE		OPTION NOT AVAILABLE		OPTION NOT AVAILABLE		OPTION NOT AVAILABLE	
Outpatient Surgery	ded/coin	ded/coin								
Prescription Drugs										
Rx Deductible	N/A	N/A								
Retail										
Tier 1	$10	50% (min $60)								
Tier 2	$30	50% (min $60)								
Tier 3	$50	50% (min $60)								
Mail Order										
Tier 1	$25	Not Covered								
Tier 2	$75	Not Covered								
Tier 3	$125	Not Covered								

SELF INSURED ASSUMPTIONS AND CONDITIONS (With StopLoss)

This contract will be issued in Missouri.

The proposed services, rates and fees are effective from 01/01/2020 THRU 12/31/2020.

Our quote assumes that 498 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.34.

Anthem Blue Cross and Blue Shield reserves the right to revise this proposal or modify these rates under any of the following circumstances:

- Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem Blue Cross and Blue Shield's discretion, invalidates this quote.
- Should the employer implement benefit changes that result in substantial changes in the service or networks, as determined by Anthem/Blue Cross and Blue Shield.
- Change in nature of Employer's business.
- Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
- If legislative and/or regulatory changes or mandates materially impact the stop loss policy or the Employer's plan documents. Plan documents shall include the documents that set forth the terms of the plan.
- Changes in proposal terms, conditions, services or product from this quotation.

Electronic eligibility or tape feeds must be in a format compatible with our systems. Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.

Anthem Blue Cross and Blue Shield's proposal assumes claims incurred prior to the initial effective date are not included unless specifically noted.

The proposal assumes the same enrollment for Medical/Rx and is subject to Anthem's enrollment assumptions.

Caveats

This renewal proposal expires 90 days from the date of its release or on the effective date shown above, whichever is sooner.

Under the Specific Paid option, the accumulation for stoploss will be incurred 01/01/2011 thru 12/31/2020, and paid 01/01/2020 thru 12/31/2020.

The annual specific attachment for specific point is per member per contract period.

The specific maximum liability for any individual will be UNLIMITED.

The renewal notification will be provided no sooner than 120 days prior to the renewal effective date.

Proposed rates are payable by the invoice due date.

Proposed specific stop loss rates assume that the employer will continue its current level of contributions.

Proposed specific stop loss rates assume that 100% of eligible employees and dependents will participate if noncontributory and 75% will participate if the plan is contributory of those not electing the plan offered by City of Joplin.

Specific Stop Loss Attachment points include paid Medical/Rx claims.

Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.

No change in benefits provided by the group's employee benefit program shall be covered by the stop loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.
Only those coverages quoted and which are eligible under the group's employee benefit program are eligible under this stop loss program.

An eligible employee is defined as an active, permanent employee who works for pay or profit at least 30 hours per week, 50 weeks per year as of the effective date and who completes the group imposed waiting period.

Anthem/Blue Cross and Blue Shield requires that City of Joplin contributes a minimum of 50% of the employee premium for all active and retired employees enrolled in the group health plan.

Specific Stop loss claims above the selected specific stop loss deductible limit will NOT count towards satisfaction of the aggregate attachment point.

Please refer to our specimen ASO and Stop Loss Agreements for complete details.

This proposal assumes that:

- Anthem/Blue Cross and Blue Shield will be the only carrier offered.
- Fees quoted include commissions of 0.00% LEVEL.
- If City of Joplin is delinquent in payment for the weekly claims billing, Anthem Blue Cross and Blue Shield will not process further claims until the account is brought current. This applies to both the active period and the 12-month period following termination.
- The health benefit plan(s) reflected in this proposal is (are) considered to be grandfathered under the provisions of the health care reform law.
- Please be aware that changing your benefit plan, employer premium contribution approach or insurance carrier will, in most situations, cause your plan offering to no longer be considered grandfathered. In these instances, you will then be required to implement additional provisions of the Affordable Care Act.

The health benefit plan(s) reflected in this proposal is not considered to be grandfathered under the provisions of the Patient Protection and Affordable Care Act. Non-grandfathered plans are subject to additional provisions under the Patient Protection and Affordable Care Act that do not apply to grandfathered plans. For further information, please contact your account representative.

ASO fees and stop loss premiums will be invoiced on the first full week of the month and due within three business days. Anthem pays claims and then bills our ASO client for reimbursement. Anthem's standard for claim billing is weekly with payment required within three business days from receipt of invoice.

The following BlueCard fees will be included on the ASO invoice OR in the paid claims amount: The Access Fee is charged at a percentage no greater than 4.14% of the discount/differential subject to a maximum of $2,000 per claim. The AEA Fee is $5.00 per professional provider claim and $11.00 per institutional claim. Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee. The Central Financial Agency fee is $0.35 per payment notice. The ITS transaction fee is $0.05 per claims transaction. For a complete description of these fees, please consult your ASO Agreement.

If this proposal is not accepted in writing within 90 days from its issuance, it is null and void.

A change in the contract period will require a recalculation of fees.

Section 1341 of the Affordable Care Act (ACA or health care reform law) provides that a transitional reinsurance program be established in each State to help stabilize premiums for coverage in the individual market during the years 2014 through 2016. This quote or renewal does not include the ACA Reinsurance Fees, since it is assumed that the employer will remit payment to HHS directly.

Please note: For groups effective 1/1/2014 and after, we do not know at this time if additional guidance and clarification from the US Department of Health and Human Services will require additional changes to rates and benefits. For clarification purposes:

- IRS has jurisdiction over the Insurer Fee, while HHS has jurisdiction over Reinsurance Fee.
- Rates and benefits for most large groups are likely to change. Further communication will be sent as soon as additional information becomes available.

Under final rules issued by EEOC Under the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act, wellness incentives are subject to certain limits in some situations. Incentive limits may also apply Under the Affordable Care Act. Employers are responsible for taking steps to comply with all legally-required Incentive limits. Please consult your attorneys or advisors for additional Information as needed.

Discounts are negotiated by our vendor, National Care Network on certain non-network claims. The fee will be equal to 50% of the negotiated savings.

The charge for discounts achieved for providers that participate in the Traditional network but not the PPO/POS network is equal to 50% of the negotiated savings.

A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member Per Month amount charged to Employer for the Provider performance bonus portion of the Enhanced Personal Health Care program.

The Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA") requires that group health plan and group health insurers apply the same treatment and financial limits to mental health and substance abuse disorder benefits as they do to medical surgical limits. Anthem standard processes have been reviewed to comply with non-quantitative treatment limits. Plan sponsors are responsible for ensuring that their plan designs are compliant with all applicable federal laws governing plan design, including MHPAEA.

Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.

The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.

Fees associated with claims processed during the runout period including without limitation subrogation fees, recovery fees, network access fees, will be charged during the runout period.

Subrogation services – The charge is 25% of gross subrogation recovery.

Program Integrity / Overpayment Identification and Claims Prepayment Analysis Activities – The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, duplicates, contract compliance, and eligibility.

External appeals - The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be $550 per external appeal for the service contracted with Anthem.

Description of Anthem's Enhanced Personal Health Care Programs[1]

At Anthem Blue Cross and Blue Shield ("Anthem"), we believe that our health connects us all. We focus on developing long-term relationships that unite the siloes of healthcare—strengthening the bonds between patients and doctors, primary care providers, specialists, and hospitals —enabling seamless delivery of the right care at the right time.

We are committed to connecting our members to patient-centered care. What makes us unique is our approach to supporting delivery system transformation. Anthem incents providers through value-based payment and couples these incentives with a robust support system designed to assist practices in their transformation to patient-centered care.

Although there is growing broad-based support for a patient-centered care model, we understand that this shift will not happen spontaneously. Rather, it requires a concerted effort and active support from all key stakeholders in the delivery system to create an environment conducive for change. This includes:

- A redesign of current payment models to align financial incentives and to provide compensation for important clinical interventions that occur outside of a traditional patient encounter;
- Support for risk-stratified care management;
- Sharing meaningful information regarding patients that goes beyond the information captured in the physicians' medical record; and
- Providing physicians with the knowledge, information and tools they need to leverage the benefits of new payment models, along with support services and information exchange to help them transform the way they deliver care.

Anthem's Enhanced Personal Health Care programs are based on years of experience. Anthem has championed the patient-centered care model through our participation in patient-centered medical home programs across the country. The compelling results we saw in quality improvement and cost of care reduction convinced us to cement our commitment to patient-centered care. In our studies to date, we have observed improvement in compliance with evidence-based guidelines and a reduction in avoidable, unnecessary admissions and ER visits, along with measured maintenance or improvements in the quality of health care services.

Our Enhanced Personal Health Care programs are built upon the success of our patient-centered medical home programs and foster a collaborative relationship between Anthem and the contracted Provider. This relationship enables both the health benefits administrator and the Provider to leverage the other party's unique assets whether through clinical, administrative, or data expertise; and together, this partnership supports coordinated care with a focus on risk stratified care management, wellness and prevention, improved access and shared decision-making with patients and their caregivers.

We offer this Program Description to give you important information regarding Enhanced Personal Health Care program operations, including the methodology used to charge the employer and details about the reconciliation process. Our intent is to provide you with an easy to understand description of the key elements of the Program.

[1] This document is intended to be a description of the Payment Innovation Programs offered by Anthem Blue Cross Blue Shield. This document does not include a description of provider incentive programs offered or administered by the Blue Cross Blue Shield Association or any other Blue Cross and/or Blue Shield Plans.

Program Description:

- These programs reward Providers (which may include Vendors) for successfully managing the quality and overall health care costs of Anthem members.
- These programs pay performance incentives, rewards, or bonuses (including shared savings) to Providers based upon the Providers' achievement of certain cost, quality, efficiency, or service standards and/or metrics.
- Some providers may also receive a clinical coordination payment for the clinical services they provide outside of a traditional office visit. Those services could include care planning, maintaining health registries, enhancing access (such as responding to emails or offering web-based visits) or following up with patients via phone or email to make sure that they fill new prescriptions. To participate in the Enhanced Personal Health Care program, Providers must meet consistent value-based criteria, which include, but are not limited to, the following:
    - 24/7 availability through extended hours and/or after hours call
    - Participation in our aligned care management and disease management model
    - Established, dedicated roles within the practice to support this program
    - Use of the Anthem's Member Medical History Plus (MMH+) system that provides a picture of the services patients may have received outside of the provider's practice
    - Use of a registry function to effectively manage their patient population and support population health management
    - Use of generic Rx substitutes where clinically appropriate
    - Achievement of appropriate performance on nationally-endorsed quality measures
    - Encouragement of the use of electronic medical records (EMR)
    - Some larger and/or more sophisticated providers have the capability to take on increased accountability as well as an adequate pool of patients for purposes of the shared savings model. These organizations, which may call themselves accountable care organizations (ACOs) or integrated health systems, are willing to assume the full risk of managing their patients independently, and typically have the following attributes:
        - a formal legal structure to receive and manage risk sharing;
        - a well-documented plan for improving patient safety, health status and reducing the cost of medical care;
        - a commitment to deploying an IT platform, including an electronic medical record and care management solution, supporting the capture, electronic exchange and analysis of clinical information across ambulatory, inpatient and ancillary (lab, imaging, eRx, etc.) settings and sharing key clinical data with Anthem;
        - the capability to assume a primary role in care planning and care management with support from Anthem resources for more complex patients;
        - strong physician leadership committed to a patient-centered care model and empowered to drive change across the provider organization.

Methodology Used To Charge The Employer:

- We use a method we call "attribution" to match members with their providers. The foundation of attribution is to recognize existing provider relationships.
    - Attribution is used to identify the provider's patient population, defining which members the provider is responsible for and including those members on provider reports.
    - Attribution is the foundation for clinical coordination payments as well as shared savings calculations and payments.

- We use one of two processes for attribution, depending on the type of product in which the member is enrolled:
    - For products that do not require the selection of a primary care physician (PCP), such as Open Access PPO products, patients are attributed to the Provider they have seen most frequently in a 24-month period based on claims data. In case of a tie, priority will go to the Provider with whom the member has had the longest relationship. Attribution is updated quarterly based on updated claims and reconciled with eligibility each month.
    - For products that require the selection of a primary care physician, members will be attributed to the provider they select as a primary care physician. The attribution is updated monthly to reflect the selection.

- To understand how the Employer is charged, it is helpful to first understand how savings are calculated and how the Provider's share of the savings is determined.
    - First, we project the expected cost of health care services for attributed members, to establish a Medical Cost Target (MCT), by reviewing risk-adjusted historical claims costs for the Provider or a group of Providers and trending those costs forward. We sometimes group Providers together to ensure that the medical cost target is calculated on the basis of a statistically valid pool of patients.
    - Then the actual risk-adjusted costs incurred during the year are compared with the medical cost target. If the actual costs are less than the medical cost target and the Provider meets a quality threshold, then the Provider becomes eligible to receive a portion of the savings. If a Provider does not meet the quality threshold, the provider is NOT entitled to any bonus payment, regardless of the savings generated.
    - If the Provider meets the quality threshold and therefore is eligible to earn a performance bonus, the amount of the bonus will vary based on the Provider's performance on the quality measures. The higher a Provider's quality scores, the larger the bonus the Provider will receive, subject to a maximum payment amount. The expectation is that the Employer will also benefit from the lower overall costs.

- Provider performance bonuses are funded by the Employer through a fixed Per Attributed Member Per Month (PaMPM):
    - This is the amount we actuarially determine to cover the cost of the provider performance bonus.
    - This amount will be updated periodically based on Anthem's book of business.

Reconciliation Process:

- All money collected for the Enhanced Personal Health Care programs will be used only for Enhanced Personal Health Care payments to Providers.

- Under the Fixed Per Attributed Member Per Month method, the charge to the Employer will be updated periodically based on experience and actuarial projections. Reconciliation will be completed periodically based on Anthem's self- insured book of business. Any surplus or shortfall will be applied to those forecasts when setting the future payment innovation payment.

    - Anthem may make additional payments to Providers or Anthem may receive payments from Providers based on the outcome of the measurement period. As a result of these periodic settlements with Providers, Anthem will adjust the fixed Per Attributed Member Per Month to reflect these settlements with Providers. Please note that member cost shares will not be affected by these settlements with Providers.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield in Virginia, and its service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), which underwrites or administers the PPO and indemnity policies; Compcare Health Services Insurance Corporation (Compcare), which underwrites or administers the HMO policies; and Compcare and BCBSWI collectively, which underwrite or administer the POS policies. Independent licensees of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-518 – Approving a budget amendment for FY 2019

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-518 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the adopted 2018-2019 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending various departments for utilities, such as telephone charges, copy services, electric charges, gas charges, water charges, wastewater charges, and postage charges.
- Amending various departments for fuel costs and central garage repairs.
- Amending the TIF transfer fees to recognize actual tax collections in the various TIF Districts.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $956,379.00.

This is a budget amendment based on expected expenditures for the year. However, expenditures for the fiscal year will continue through December, while revenue accruals will also continue to be booked through this same time period. This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to various fund balances will not be known until the accrual entries are completed for the annual audit.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2019-518 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2018-145 on October 15, 2018, which estimated revenues and appropriated funds for the fiscal year 2018-2019, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing appropriations by the total amount of Nine Hundred Fifty-Six Thousand Three Hundred Seventy-Nine Dollars and No Cents ($956,379.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2018-2019 ADOPTED BUDGET
11-Oct-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Council	001-0101-500-2205	Food & Beverage Supplies	$		500
	City Council	001-0101-500-5010	Consulting Fees			30,000
	City Council	001-0101-500-6010	Conferences & Seminars			1,000
	City Council	001-0101-500-6105	Dues & Memberships			1,000
	City Council	001-0101-500-7005	Printing Services			5,000
	City Manager	001-0501-500-1010	Regular Wages			63,000
	City Manager	001-0501-500-7005	Printing Services			1,000
	City Clerk	001-0801-500-3010	Gas Charges			150
	City Clerk	001-0801-500-5265	Maintenance Contracts			5,500
	City Clerk	001-0801-500-6005	Travel Expenses			300
	Human Resources Admin	001-1201-500-1010	Regular Wages			37,000
	Human Resources Admin	001-1201-500-3205	Postage			350
	Human Resources Admin	001-1201-500-6110	Publications & Subscriptions			250
	Human Resources Staff Dev	001-1204-500-1725	Employee Physicals			11,000
	Human Resources Staff Dev	001-1204-500-1770	Years of Service			1,300
	Building Regulations	001-1506-570-3115	Fuel, Oil & Diesel			500
	Building Regulations	001-1506-570-4210	Central Garage Repairs			4,000
	Building Regulations	001-1506-570-6005	Travel Expenses			750
	Building Regulations	001-1506-570-7131	Merchant Card Service Fee			3,500
	Finance Accounting Services	001-2003-500-7130	Bank Charges			42,000
	Finance Accounting Services	001-2003-500-7131	Merchant Card Service Fee			1,000
	Finance Accounting Services	001-2003-500-8315	Computer Equipment			1,378
	Information Technology	001-2501-500-3015	Telephone Charges			3,500
	Information Technology	001-2501-500-4210	Central Garage Repairs			600
	Information Technology	001-2501-500-7010	Copy Services			1,200
	City Hall Maintenance	001-4504-520-3020	Water Charges			1,000
	Public Works Operations	001-4506-520-1010	Regular Wages			30,000
	Public Works Operations	001-4506-520-2120	General Office Supplies			600
	Public Works Operations	001-4506-520-6005	Travel Expenses			300
	Police Patrol	001-5502-510-3115	Fuel, Oil & Diesel			38,000
	Police Patrol	001-5502-510-4210	Central Garage Repairs			35,000
	Police Investigations	001-5503-510-2110	Computer Software			3,500
	Police Investigations	001-5503-510-4210	Central Garage Repairs			17,000
	Police Investigations	001-5503-510-6105	Dues & Memberships			3,100
	Police Professional Stds	001-5504-510-5265	Maintenance Contracts			8,500
	Police Local Grants	001-5593-510-1010	Regular Wages			10,000
	Emergency Management	001-7002-510-5265	Maintenance Contracts			12,000
	Transfers Out	001-9003-500-9205	Debt Service			64,000
	Transfers Out	001-9003-500-9805	TIF Transfer			100,000
	Total General Fund			$	-	538,778
101	Public Safety Sales Tax					
	Police	101-5575-510-1720	Employee Recruitment	$		15,000
	Police	101-5575-510-3015	Telephone Charges			5,000
	Police	101-5575-510-4210	Central Garage Repairs			1,000
	Police	101-5575-510-6005	Travel Expenses			5,000
	Fire	101-6075-510-1720	Employee Recruitment			1,000
	Fire	101-6075-510-3020	Water Charges			1,000
	Training Center	101-6275-510-3010	Gas Charges			1,000

	Training Center	101-6275-510-4105	Property Repairs & Maint			1,000
	Training Center	101-6275-510-6115	Educational Materials			10,000
	Total Public Safety Sales Tax			$	-	40,000
115	Parks Fund					
	Parks Administration	115-6501-560-3015	Telephone Charges	$		300
	Parks Administration	115-6501-560-7513	Friends of the Park Program			16,500
	Parks Pools	115-6510-560-1210	Seasonal Wages			28,700
	Parks Pools	115-6510-560-3020	Water Charges			35,000
	Parks Senior Adult Services	115-6512-560-3005	Electric Charges			10,000
	Parks Senior Adult Services	115-6512-560-3010	Gas Charges			10,000
	Parks Senior Adult Services	115-6512-560-3020	Water Charges			1,500
	Parks Senior Adult Services	115-6512-560-3030	Wastewater Charges			1,500
	Parks Senior Adult Services	115-6512-560-4105	Property Repairs & Maint			500
	Parks Museum Complex	115-6514-560-3010	Gas Charges			1,500
	Total Parks Fund			$	-	105,500
120	SWM Fund					
	Planning & Mgmt Special	120-4511-540-7405	City Wide Cleanup	$		1,000
	Planning & Mgmt Special	120-4511-540-7410	Leaf Pickup Program			24,300
	Planning & Mgmt Special	120-4511-540-7220	Operating Equipment			6,750
	Total SWM Fund			$	-	32,050
130	Parks & Stormwater Sales Tax Fund					
	Transfers	130-9003-530-9805	TIF Transfer	$		15,000
	Transfers	130-9003-560-9805	TIF Transfer			10,000
	Total Parks & Stormwater Sales Tax Fund			$	-	25,000
140	TST Fund					
	TIF Transfer	140-9003-530-9805	TIF Transfer			50,000
	Total TST Fund			$	-	50,000
145	Capital Improvement Sales Tax Fund					
	Transfers	145-9003-520-9805	TIF Transfer			40,000
	Total Capital Improvement Sales Tax Fund			$	-	40,000
205	Debt Service Fund					
	Joe Becker Stadium	205-8704-500-7310	Bond Agent Costs	$		2,500
	Total Debt Service Fund			$	-	2,500
310	Public Improvement Fund					
	Special Assessments	310-4560-520-4115	Other Property Repairs	$		50,000
	Total Public Improvement Fund			$	-	50,000
410	Golf Course Fund					
	Golf Administration	410-6520-560-4105	Property Repairs & Maint	$		1,500
	Golf Administration	410-6520-560-7131	Merchant Card Service Fee			3,000
	Golf Administration	410-6520-560-7205	Resale Inventory			16,000
	Grounds Maintenance	410-6521-560-3115	Fuel, Oil & Diesel			1,500
	Grounds Maintenance	410-6521-560-5305	Judgments & Claims			28,751
	Total Golf Course Fund			$	-	50,751

520	Emergency Communications Fund					
	Radio Services	520-8503-510-2745	Portable Communication	$		9,300
	Radio Services	520-8502-510-2835	Equipment Lease			12,500
	Total Emergency Communications Fund			$	-	21,800
	Grand Total			$	-	956,379

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 49,733,088	$ -	$ 5,890,000	$ 55,623,088
Licenses & Permits	1,759,300	-	-	1,759,300
Fines & Forfeitures	852,000	-	-	852,000
Service Charges & User Fees	3,591,450	20,842,537	-	24,433,987
Charges & Assessments	1,376,974	8,670,839	-	10,047,813
Other Income & Donations	1,951,175	95,000	52,000	2,098,175
Intergovernmental	12,176,451	8,840,000	-	21,016,451
TOTAL REVENUES	**$ 71,440,438**	**$ 38,448,376**	**$ 5,942,000**	**$ 115,830,814**
EXPENDITURES				
General Government	$ 5,861,088	$ 9,273,369	$ 3,073,082	$ 18,207,539
Public Safety	21,429,148	1,789,636	-	23,218,784
Public Works	2,538,595	2,394,947	-	4,933,542
Highways & Streets	24,825,468	-	-	24,825,468
Environmental	2,851,419	11,044,501	-	13,895,920
Health Services	2,555,384	-	-	2,555,384
Culture & Recreation	5,587,339	792,257	-	6,379,596
Social Services	6,781,510	-	-	6,781,510
Debt Service	-	591,117	-	591,117
Infrastructure/Economic Development	3,945,000	-	-	3,945,000
TOTAL EXPENDITURES	**$ 76,374,951**	**$ 25,885,827**	**$ 3,073,082**	**$ 105,333,860**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (4,934,513)**	**$ 12,562,549**	**$ 2,868,918**	**$ 10,496,954**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,533,537	$ 1,220,480	$ -	9,754,017
Transfers Out	(12,503,905)	(1,727,644)	-	(14,231,549)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (3,970,368)**	**$ (507,164)**	**$ -**	**$ (4,477,532)**
NET CHANGE IN FUND BALANCE	**$ (8,904,881)**	**$ 12,055,385**	**$ 2,868,918**	**$ 6,019,422**
FUND BALANCE, BEGINNING OF YEAR	**$ 49,137,937**	**$ 120,569,514**	**$ 10,172,210**	**$ 179,879,661**
FUND BALANCE, END OF YEAR	**$ 40,233,056**	**$ 132,624,899**	**$ 13,041,128**	**$ 185,899,083**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 109,175,103	$ -	$ 109,175,103
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	16,677,241	-	-	16,677,241
Unrestricted Fund Balance/Net Assets	23,555,815	19,746,035	13,041,128	56,342,978
TOTAL FUND BALANCE SUMMARY	**$ 40,233,056**	**$ 132,624,899**	**$ 13,041,128**	**$ 185,899,083**

COUNCIL BILL NO. 2019-519 ORDINANCE NO.

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2019 to October 31, 2020, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years, and

WHEREAS, the City Council has fully complied with all the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon;

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

Section 1. The FY 2019-2020 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2019 to October 31, 2020.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2019 to October 31, 2020 are $125,584,831 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2019 to October 31, 2020 are $119,565,409.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2018-2019 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2019. The amount of the increase to the FY 2019-2020 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That, if and when, appropriations are made during the Budget period November 1, 2019 to October 31, 2020, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the

requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-519 – Approving the FY 2020 Budget

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-519 Ordinance; Budget Summary for the FY 2020 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; and Budget Reconciliation-Proposed to Adopted

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves the 2019-2020 budget for the City of Joplin.

BACKGROUND
This Council Bill adopts the 2019-2020 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $125,584,831.00 in revenue (including transfers) and $119,565,409.00 in appropriations (including transfers).

FUNDING SOURCE
This item is not applicable for the budget adoption.

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

Summary of Governmental Funds

	General Fund	Public Safety Sales Tax Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund	Parks & Stormwater Sales Tax Fund
REVENUES							
Taxes	$ 21,109,900	$ 7,344,950	$ 1,408,000	$ 439,700	$ 439,700	$ 439,700	$ 3,672,475
Licenses & Permits	1,739,000	-	-	-	-	-	-
Fines & Forfeitures	852,000	-	-	-	-	-	-
Service Charges & User Fees	125,400	23,000	-	11,150	697,000	2,515,000	-
Charges & Assessments	302,864	-	-	124,110	-	45,000	-
Other Income & Donations	1,763,175	-	1,000	23,000	10,250	2,750	-
Federal Grants	538,396	-	-	357,163	-	-	-
State Grants	75,000	-	-	613,525	-	32,836	-
Local Grants	182,500	-	-	51,000	-	-	-
TOTAL REVENUES	**$ 26,688,235**	**$ 7,367,950**	**$ 1,409,000**	**$ 1,619,648**	**$ 1,146,950**	**$ 3,035,286**	**$ 3,672,475**
EXPENDITURES							
General Government	$ 5,810,009	$ -	$ -	$ -	$ -	$ 51,079	$ -
Public Safety	16,528,042	4,901,106	-	-	-	-	-
Public Works	2,070,345	400,000	-	-	-	-	-
Highways & Streets	-	-	-	-	-	-	4,559,773
Environmental	-	-	-	-	-	2,851,419	-
Health Services	-	-	-	2,555,384	-	-	-
Culture & Recreation	449,815	-	1,319,214	-	3,441,410	-	376,900
Social Services	746,711	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 25,604,922**	**$ 5,301,106**	**$ 1,319,214**	**$ 2,555,384**	**$ 3,441,410**	**$ 2,902,498**	**$ 4,936,673**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 1,083,313**	**$ 2,066,844**	**$ 89,786**	**$ (935,736)**	**$ (2,294,460)**	**$ 132,788**	**$ (1,264,198)**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 5,002,037	$ -	$ -	$ 1,020,000	$ 2,346,500	$ -	$ -
Transfers Out	(6,088,658)	(1,823,478)	(64,666)	(65,497)	(143,522)	(46,652)	(422,647)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (1,086,621)**	**$ (1,823,478)**	**$ (64,666)**	**$ 954,503**	**$ 2,202,978**	**$ (46,652)**	**$ (422,647)**
NET CHANGE IN FUND BALANCE	**$ (3,308)**	**$ 243,366**	**$ 25,120**	**$ 18,767**	**$ (91,482)**	**$ 86,136**	**$ (1,686,845)**
FUND BALANCE, BEG. OF YEAR	**$ 12,684,661**	**$ 8,348,806**	**$ 1,436,301**	**$ 731,193**	**$ 133,766**	**$ 1,274,531**	**$ 4,369,336**
FUND BALANCE, END OF YEAR	**$ 12,681,353**	**$ 8,592,172**	**$ 1,461,421**	**$ 749,960**	**$ 42,284**	**$ 1,360,667**	**$ 2,682,491**
FUND BALANCE SUMMARY:							
Reserved for Contingency-PS	$ -	$ 1,102,965	$ -	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	7,489,207	-	-	-	-	-
Reserved for Contingency	5,866,012	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	-	-	-	-	-	-
Unrestricted Fund Balance	6,815,341	-	1,461,421	749,960	42,284	1,360,667	2,682,491
TOTAL FUND BALANCE SMRY	**$ 12,681,353**	**$ 8,592,172**	**$ 1,461,421**	**$ 749,960**	**$ 42,284**	**$ 1,360,667**	**$ 2,682,491**

Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 9,369,950	$ 5,508,713	$ -	$ -	$ -	$ -	$ -	$ 49,733,088
-	-	20,300	-	-	-	-	1,759,300
-	-	-	-	-	-	-	852,000
203,100	-	16,800	-	-	-	-	3,591,450
805,000	-	30,000	-	-	-	70,000	1,376,974
31,000	100,000	-	20,000	-	-	-	1,951,175
-	-	5,621,878	-	-	3,695,000	-	10,212,437
788,472	-	192,681	-	-	10,000	-	1,712,514
18,000	-	-	-	-	-	-	251,500
$ 11,215,522	**$ 5,608,713**	**$ 5,881,659**	**$ 20,000**	**$ -**	**$ 3,705,000**	**$ 70,000**	**$ 71,440,438**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,861,088
-	-	-	-	-	-	-	21,429,148
-	-	-	-	-	-	68,250	2,538,595
8,659,370	11,606,325	-	-	-	-	-	24,825,468
-	-	-	-	-	-	-	2,851,419
-	-	-	-	-	-	-	2,555,384
-	-	-	-	-	-	-	5,587,339
-	-	6,034,799	-	-	-	-	6,781,510
-	-	-	-	-	-	-	-
-	-	-	-	-	3,945,000	-	3,945,000
$ 8,659,370	**$ 11,606,325**	**$ 6,034,799**	**$ -**	**$ -**	**$ 3,945,000**	**$ 68,250**	**$ 76,374,951**
$ 2,556,152	**$ (5,997,612)**	**$ (153,140)**	**$ 20,000**	**$ -**	**$ (240,000)**	**$ 1,750**	**$ (4,934,513)**
$ -	$ -	$ 165,000	$ -	$ -	$ -	$ -	$ 8,533,537
(3,161,378)	(683,325)	(4,082)	-	-	-	-	(12,503,905)
$ (3,161,378)	**$ (683,325)**	**$ 160,918**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (3,970,368)**
$ (605,226)	**$ (6,680,937)**	**$ 7,778**	**$ 20,000**	**$ -**	**$ (240,000)**	**$ 1,750**	**$ (8,904,881)**
$ 4,283,140	**$ 16,512,905**	**$ (1,407,100)**	**$ 3,827,398**	**$ 20,870**	**$ (3,802,539)**	**$ 724,669**	**$ 49,137,937**
$ 3,677,914	**$ 9,831,968**	**$ (1,399,322)**	**$ 3,847,398**	**$ 20,870**	**$ (4,042,539)**	**$ 726,419**	**$ 40,233,056**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,102,965
-	-	-	-	-	-	-	7,489,207
-	-	-	-	-	-	-	5,866,012
-	-	-	-	-	-	-	-
-	-	-	2,219,057	-	-	-	2,219,057
3,677,914	9,831,968	(1,399,322)	1,628,341	20,870	(4,042,539)	726,419	23,555,815
$ 3,677,914	**$ 9,831,968**	**$ (1,399,322)**	**$ 3,847,398**	**$ 20,870**	**$ (4,042,539)**	**$ 726,419**	**$ 40,233,056**

Summary of Proprietary Funds

	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	1,078,160	685,000	16,165,000	-
Charges & Assessments	-	12,000	208,600	1,708,700
Other Income & Donations	2,000	3,500	14,000	-
Federal Grants	8,840,000	-	-	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 9,920,160**	**$ 700,500**	**$ 16,387,600**	**$ 1,708,700**
EXPENSES				
General Government	$ -	$ -	$ 867,799	$ 1,523,212
Public Safety	-	-	-	-
Public Works	2,394,947	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	11,044,501	-
Health Services	-	-	-	-
Culture & Recreation	-	792,257	-	-
Social Services	-	-	-	-
Debt Service	-	-	591,117	-
TOTAL EXPENSES	**$ 2,394,947**	**$ 792,257**	**$ 12,503,417**	**$ 1,523,212**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 7,525,213**	**$ (91,757)**	**$ 3,884,183**	**$ 185,488**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 1,125,000	$ 95,480	$ -	$ -
Transfers Out	(182,762)	(24,805)	(1,371,966)	(52,748)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 942,238**	**$ 70,675**	**$ (1,371,966)**	**$ (52,748)**
NET CHANGE IN NET ASSETS	**$ 8,467,451**	**$ (21,082)**	**$ 2,512,217**	**$ 132,740**
NET ASSETS, BEGINNING OF YEAR	**$ 30,509,442**	**$ 588,838**	**$ 80,999,734**	**$ 499,182**
NET ASSETS, END OF YEAR	**$ 38,976,893**	**$ 567,756**	**$ 83,511,951**	**$ 631,922**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 38,956,341	$ 532,870	$ 68,336,096	$ 454,031
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	20,552	34,886	11,472,094	177,891
TOTAL NET ASSETS SUMMARY	**$ 38,976,893**	**$ 567,756**	**$ 83,511,951**	**$ 631,922**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,085,000	-	-	1,829,377	20,842,537
4,300,000	677,931	1,763,608	-	8,670,839
52,000	23,500	-	-	95,000
-	-	-	-	8,840,000
-	-	-	-	-
-	-	-	-	-
$ 5,437,000	**$ 701,431**	**$ 1,763,608**	**$ 1,829,377**	**$ 38,448,376**
$ 4,862,300	$ 706,450	$ 1,313,608	$ -	$ 9,273,369
-	-	-	1,789,636	1,789,636
-	-	-	-	2,394,947
-	-	-	-	-
-	-	-	-	11,044,501
	-	-	-	-
-	-	-	-	792,257
-	-	-	-	-
-	-	-	-	591,117
$ 4,862,300	**$ 706,450**	**$ 1,313,608**	**$ 1,789,636**	**$ 25,885,827**
$ 574,700	**$ (5,019)**	**$ 450,000**	**$ 39,741**	**$ 12,562,549**
$ -	$ -	$ -	$ -	$ 1,220,480
-	-	-	(95,363)	(1,727,644)
$ -	**$ -**	**$ -**	**$ (95,363)**	**$ (507,164)**
$ 574,700	**$ (5,019)**	**$ 450,000**	**$ (55,622)**	**$ 12,055,385**
$ 3,691,298	**$ 2,097,802**	**$ 572,343**	**$ 1,610,875**	**$ 120,569,514**
$ 4,265,998	**$ 2,092,783**	**$ 1,022,343**	**$ 1,555,253**	**$ 132,624,899**
$ 23,579	$ -	$ -	$ 872,186	$ 109,175,103
-	-	-	-	3,703,761
4,242,419	2,092,783	1,022,343	683,067	19,746,035
$ 4,265,998	**$ 2,092,783**	**$ 1,022,343**	**$ 1,555,253**	**$ 132,624,899**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,860,000	$ 4,030,000	$ 5,890,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	3,000	49,000	52,000
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,863,000**	**$ 4,079,000**	**$ 5,942,000**
EXPENDITURES			
General Government	$ 2,113,000	$ 960,082	$ 3,073,082
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 2,113,000**	**$ 960,082**	**$ 3,073,082**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (250,000)**	**$ 3,118,918**	**$ 2,868,918**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ (250,000)**	**$ 3,118,918**	**$ 2,868,918**
FUND BALANCE, BEGINNING OF YEAR	**$ 1,886,928**	**$ 8,285,282**	**$ 10,172,210**
FUND BALANCE, END OF YEAR	**$ 1,636,928**	**$ 11,404,200**	**$ 13,041,128**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	1,636,928	11,404,200	13,041,128
TOTAL FUND BALANCE SUMMARY	**$ 1,636,928**	**$ 11,404,200**	**$ 13,041,128**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2019-2020

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund	Health Permit Fee	(2)	$ 78,000	$ 84,200	$ 6,200
	Stormwater - Commerical Permit Fee	(2)	-	2,000	2,000
	Traffic Control - Plan Review Fee	(2)	-	1,000	1,000
	Fire Operation Permit	(2)	3,500	5,500	2,000
	Cemetery Overtime Fee	(2)	2,500	3,000	500
	Grave Opening Fee	(2)	38,000	45,600	7,600
	Marker Setting Fee	(2)	15,000	16,100	1,100
	Cemetery Lot Fee	(2)	20,000	21,000	1,000
	Cremains Fee	(2)	5,000	7,500	2,500
	Columbarium Fee	(2)	3,000	5,300	2,300
	Fire Act Grant	(1)	-	103,091	103,091
Health & Welfare Fund	Community CPR Class Fee	(2)	-	6,300	6,300
Parks & Recreation Fund	Swimming Pool Season Pass	(2)	40,000	43,000	3,000
					-
Community Planning Fund	Special Use Permit Renewal	(2)	2,500	2,800	300
	Board of Adjustment Fee	(2)	2,000	2,200	200
	Lot Split Fee	(2)	300	350	50
	Rezoning Application Fee	(2)	8,000	9,350	1,350
	Subdivision Filing Fee	(2)	500	600	100
	Street/Easement Vacation Fee	(2)	2,000	2,100	100
	Site Plan/Development Review	(2)	2,000	2,200	200
Sanitary Sewer Fund	Sewer Connection Fee	(2)	65,000	68,600	3,600
	Septic Waste Dumping Fee	(2)	120,000	140,000	20,000
	Total Revenue Increase/(Decrease)		**$ 407,300**	**$ 571,791**	**$ 164,491**
APPROPRIATIONS					
General Fund					
City Council	Dues & Memberships: US Ignite - Smart City Membership	(2)	$ 25,500	$ 55,500	$ 30,000
City Manager: Special Projects	Chamber Contract	(2)	250,000	252,000	2,000
Public Works: City Hall Maintenance	Upgrade Council Chamber Sound System	(2)	-	30,000	30,000
Police: Jail Services	Video Recorder Hard Drive Upgrade	(1)	-	6,850	6,850
Fire: Operations	Replacement Extrication Equipment (5)	(1)	78,000	-	(78,000)
Fire: Federal Grants	Replacement Extrication Equipment (6) (1 is for Engine 6)	(1)	-	169,400	169,400
Public Safety Sales Tax Fund					
Fire	Replacement Extrication Equipment - Engine 6	(1)	13,000	-	(13,000)
Health & Welfare Fund					
Medical Services	Community CPR Class Supplies	(2)	-	2,595	2,595
Parks & Stormwater Sales Tax Fund					
Parks & Recreation Projects	TS0517 Landreth Park Improvements - Playground (2) & Landscaping	(1)	50,000	95,000	45,000
Regional Airport					
Regional Airport	Liquid De-Icing Attachment	(1)	8,500	-	(8,500)
	Total Appropriation Increase/(Decrease)		**$ 425,000**	**$ 611,345**	**$ 186,345**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-403 – approving agreement for professional services for the East Town (Original Joplin) Historic Survey Phase II with Keenoy Preservation.

MEETING DATE
October 21, 2019

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

SUMMARY
This Council Bill approves agreement for professional services between the City of Joplin and Keenoy Preservation. Scope of work includes an intensive historic survey of the neighborhood.

BACKGROUND
The Joplin Historic Preservation Commission, in continuation of the responsibility of the Commission to identify and protect the historic assets of the City, is completing the East Town survey through this second phase. Once completed The Historic Preservation Commission will continue with the next steps of the recommendation and nomination of Local and National Historic Districts. These districts are an important part of the City Preservation Plan and the long-range neighborhood plans of the Community Development Office.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Historic Preservation Commission budget for consultants and will be reimbursed 60% by the Department of Natural Resources Historic Preservation Fund.

RECOMMENDATION
The Historic Preservation Commission and staff recommends adoption of this Council Bill on a non-emergency basis.

ATTACHMENTS
CB 2019-403, Keenoy Preservation Agreement

COUNCIL BILL NO. 2019-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Keenoy Preservation; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and Keenoy Preservation, are desirous of entering into an agreement whereby Keenoy Preservation will provide professional services to complete the East Town (Original Joplin) Historic Survey Phase II Project.

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

Section 1: That an Agreement between the City of Joplin, Missouri, and Keenoy Preservation is entered into for twenty-three thousand dollars ($23,000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main St., Joplin, Missouri 64801, hereinafter referred to as the "City" and Ruth D. Keenoy d/b/a Keenoy Preservation, whose address is 5229 Oleatha Ave., St. Louis, Missouri 63139, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm for Historic Survey Phase II for East Town (Original Joplin) Neighborhood;

WHEREAS, the City issued its Request for Qualifications for Historic Survey Phase II for East Town (Original Joplin) Neighborhood, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, Consultant submitted its bid response, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant desires to provide professional services for Historic Survey Phase II for East Town (Original Joplin) Neighborhood pursuant to the terms of this Agreement;

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Consultant agrees to diligently perform in a professional manner the following:

1. To provide services in completing an intensive level survey that includes approximately 220 properties. The level of documentation and number of survey forms will be determined in consultation with the State Historic Preservation Office (hereafter "SHPO"). The survey will be completed following SHPO's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form." Before starting work, the consultant will schedule a time with the SHPO grant monitor to discuss the survey boundary, level of documentation, and how resources will be recorded.

2. Complete a research design, survey forms, a final survey report and hold two public meetings.

3. Provide one boundary map (scale 1" =200'), of survey boundary and potential National Register district.

4. Provide digital color photographs of each surveyed resource provided in JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Final digital images files must be labeled according to National Register standards.

5. Any other product(s) required or requested by SHPO for successful completion of the survey.

6. Consultant acknowledges and agrees that, in addition to the terms contained in this Agreement, Consultant is bound to the terms of the City's Request for Qualifications for Historic Survey Phase II for East Town (Original Joplin) Neighborhood and Consultant's response thereto, attached hereto and incorporated by reference as Exhibits A and B respectively.

ARTICLE II – AGREEMENT SCOPE AND TIME

The scope of work must be completed by the end of July 2020. Milestones were determined in consultation between the City and SHPO.

Email submission of signed consultant contract to the SHPO.	11/25/19
Consultant will contact the SHPO to discuss the level of documentation for the project. An email documenting this discussion will be submitted to the consultant and the City of Joplin by the grant monitor (date approximate).	12/02/19
Submission of a draft research design in digital format to the SHPO for review and approval. Email submission of documentation for the first of two public information meetings (meeting date is approximate only).	01/17/20
Submission of final research design in digital format. Submission of 5 complete sample inventory forms (and site plans as appropriate) in digital format and digital color JPEGs, to the SHPO for review and approval.	02/07/20
Submission of fully complete draft digital inventory forms (and site plans as appropriate), digital color JPEGs, and a digital survey map to the SHPO for review and approval. Mid-term budget report due to City of Joplin.	04/03/20
Submission of final inventory forms (and site plans as appropriate), maps and photos in digital format to the SHPO for review and approval. Submission of draft survey report in digital format to the SHPO for review and approval.	06/01/20

Submission of final survey report to the SHPO for review and approval, and submission of documentation for the second public meeting (date approximate).	07/10/20
Submission of final project report and fiscal data.	07/31/20

It is acknowledged by the Parties that the adherence to this timetable is due not only to the performance of the Consultant, but also upon the timely review of draft materials and their return to the Consultant for any necessary editing.

ARTICLE III – GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, including but not limited to those contained in Exhibit "B."

2. The Consultant shall complete the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working closely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, projection reports, drawings, specification and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV – RESPONSIBILITES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

5. Consultant represents that it has professional working knowledge of National Register Bulletins and SHPO requirements.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant,

2. Ensure access to City facilities, personnel and information as requested by Consultant.

3. Provide all historic and current relevant information, data and photographs to Consultant.

ARTICLE V – COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for a lump-sum of $23,000.00, including all professional time, travel, materials and supplies, expenses, etc., payable according to the following schedule:

   a. Initial Payment, $11,500.00, Submission of fully complete draft survey forms and photos

   b. Final Payment, $11,500.00, due following the approval of all materials by the City and by SHPO

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII – MISCELLANEOUS

1. 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.

2. 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.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) 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.

4. 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.

5. 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.

6. 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.

7. REPRESENATIONS. 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.

8. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit or any other persons or entities.

ARTICLE IX – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

Keenoy Preservation

_____

BY: Ruth Keenoy
Principal

DATE: _____

FOR THE CITY

City of Joplin, Missouri

_____

BY: Dan Pekarek
Interim City Manager

DATE: _____

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ _____(Name) and I am the __Title) of the ___ __(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

Exhibit A

City of Joplin, Missouri

Request for Qualifications

For

Historic Survey Phase II

For

East Town (Original Joplin) Neighborhood

City of Joplin, MO

Planning, Zoning and Neighborhood Services

602 S. Main Street 64801

(417) 624-0820 Ext. 539

I. NOTICE OF REQUEST FOR QUALIFICATIONS:

Exhibit A

Invitation
Notice is hereby given that sealed qualifications will be received before 5:00 p.m. CDT on [Date] at the Planning, Zoning and Neighborhood Services Department at Joplin City Hall, 602 S. Main Street, Joplin, Missouri 64801 for the Historic Survey Phase II of the East Town (Original Joplin) District.

Project Description
The City of Joplin, Missouri is seeking written proposals from qualified firms/providers to conduct an intensive level architectural/historical survey of the East Town neighborhood. The first phase of the survey has previously been conducted on the North half of the neighborhood.

The neighborhood is associated with the first Joplin settlement in 1938, historic Route 66, and the local African American Community. This survey will focus on the southern half of the East Town neighborhood. Survey boundaries are E. Broadway St. on the North, N. St. Louis St. on the east, the Kansas City Southern Railroad on the west, and 4th Street on the South. (See Map A). Theses boundaries were selected based on discussions between the City of Joplin and the State Historic Preservation Office (SHPO) staff. The approximately 140-acre survey area encompasses a predominately suburban setting that includes approximately 230 properties. Resources are primarily residential representing a range of property types and styles though there are some commercial properties along E. Broadway Street and 4th street. There are also a few churches and a park located within the boundaries. This survey will focus on identifying properties that may be eligible as part of a district or individually for local historic designation and/or national Register listing. This project will also provide a history of the area and its development contributing to the overall historical understanding of Joplin. Final survey boundaries, the level of documentation and the number of survey forms will be determined in consultation with the SHPO.

RFP Timeline

Name of the Proposal:	East Town (Original Joplin) Historic Survey Phase II
Date of Issuance:	September 6, 2019
Deadline for Proposal Submittal:	September 27, 2019 before 5:00 p.m. CDT
Submit Proposal to:	City of Joplin Sealed Proposal: East Town (Original Joplin) Historic Survey Phase II Planning, Development and Neighborhood Services 602 S. Main Street Joplin, MO 64801
Point of Contact:	Thomas Walters, Planner, Planning, Development and Neighborhood Services Email: twalters@joplinmo.org Phone: (417) 624-0820 Ext. 539 Fax: (417) 625-4738

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

II. FORMAT FOR STATEMENT OF QUALIFICATIONS:

Exhibit A

General Instructions
Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

Responses shall be a maximum of twenty (20) printed pages. The cover, table of contents, divider sheets, work examples, and Submission Form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation of for any presentation that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expense.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

III. SUBMITTAL INSTRUCTIONS:

Proposal
In order to facilitate the analysis of responses to this RFQ, Consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered non responsive and may be disqualified at the discretion of the City of Joplin.

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

A. Each of the seven (7) sections listed below shall be tabbed and labeled.
B. Each page shall be numbered on the bottom right hand corner.
C. Submit one (1) original proposal and five (5) copies.

D. The proposal shall be organized as follows:

Exhibit A

Proposed Tab Section	Title
1.0	Cover Letter
2.0	Executive Summary
3.0	Company Background
4.0	Company Experience
5.0	Responses to Scope of Services
6.0	Sample Document(s)
7.0	Signature Page Form

Submittal Requirements

The proposals will be based on the criteria introduced in the above section and must include the following components:

1.0 Cover Letter: A maximum one page letter stating the Respondent's interest in being considered for this project.

2.0 Executive Summary: A maximum three page summary of the Respondent's ability to complete this project based on background and experience.

3.0 Company Background: An introduction to the Respondent's background, including number of years active in company and field, education, and number and type of projects completed for all personnel that will be assigned to this project.

4.0 Company Experience: A list of projects the Respondent has completed within the past five (5) years that are similar to the project requested in this RFP. Special attention should be given to projects completed for other governmental entities, particularly cities and State Historic Preservation Offices. Include company name, address, person(s) to contact, telephone number, a brief description of the project completed, and date completed for references.

5.0 Responses to Scope of Services (See Section IV. Specifications of Services Requested): Narrative on project approach. Describe the schedule of events necessary to complete the project clearly defining the roles of all involved personnel. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere. Respondents should acknowledge the timeline and deadlines, the required final products, and required public meetings outlined in this RFP and their ability to complete these tasks on time. Respondents should include a cost summary, including the estimated hours and cost for each task and a total cost to complete the project.

6.0 Sample Document(s): The Respondent shall provide at least one (1) but not more than three (3) sample documents of similar projects completed.

7.0 Signature Page Form: See Attachment B at the end of this RFP. The form shall be signed and submitted with the Proposal.

IV. SPECIFICATIONS OF SERVICES REQUESTED:

General Statement

The City of Joplin is seeking a qualified 36 CFR 61 historian or architectural historian to conduct and complete a Phase I Historic Survey for the East Town (Original Joplin) neighborhood. No previous historic surveys have been conducted of the neighborhood. The Consultant shall have significant experience in the conducting and completion of historic surveys, and include at least one (1) but no more than three (3) example(s) of previous projects with their proposal.

The selected Consultant shall be expected to use accepted professional standards and practices to prepare and complete the project based on the following criteria:

Exhibit A

Scope of Services – General
The qualified consulting firm will prepare a phase I intensive level historic survey, along with the survey's associated research design, report and map for the Joplin East Town neighborhood. Final boundaries, the level of documentation, and the number of survey forms, along with contributing and non-contributing resource counts, criteria and areas of significance if properties are determined eligible for the National Register, will be determined in consultation with the State Historic Preservation Office.

This is phase II of a two phase project. An intensive level survey will allow for the evaluation of these properties as they relate to the neighborhood's history and development.

The survey will be completed following the State Historic Preservation Office's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form" available on the SHPO's website. Before starting work, the consultant will schedule a time with the SHPO grant monitor to discuss the survey boundary, level of documentation, and how resources will be recorded. The survey will record the history of each resource up to a date determined in consultation with the SHPO.

All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications.

Funding for this project is made available through a grant **(Project Number 29-19-171413-014)** from the U.S. Department of the Interior/National Park Service, Historic Preservation Fund, through the Missouri Department of Natural Resources, Division of State Parks, State Historic Preservation Office. **All correspondence must include the Project Number as noted above.** Awarding of the consultant contract is contingent upon obligation of Federal Funds.

Scope of Services – Final Products
Final products will include:

1. A completed **research design** meeting the SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted to the SHPO in Word format prior to field work. The research design will describe the scope of the work, rationale of survey boundaries, proposed methodology and expected results. The draft may be submitted in digital Microsoft Word 2010 or 2010-readable format. The final version shall be submitted in both digital and hard copy formats.
2. Email documentation for the **two public information meetings** (i.e. press release, newspaper/web advertisement, and sign-in sheet). See subsection C for further information on public meetings.
3. **SHPO Architectural/Historic Inventory Forms** (or other pre-approved survey form) meeting SHPO's "Standards for Professional Architectural and Historic Surveys" and following the "Instructions for Completing the Architectural/Historic Inventory Form" shall be completed for each property within the boundary, including vacant lots. If publicly accessible cemeteries are within the survey boundaries, the consultant will contact the grant monitor for instructions on how to document cemeteries utilizing the cemetery survey form (form MO 780-2586). Draft versions of the inventory forms will be provided in digital format to the SHPO and final versions will be submitted in hard copy and digital format. The consultant will set up a time with the SHPO to discuss the level of documentation before work on the project begins. An email documenting the discussion will be sent to the consultant and

the city by the grant monitor. Drafts will be completed as discussed in this conversation. Incomplete drafts will not be accepted.

4. **Digital color photographs** of each surveyed resource provided in JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Draft digital images may be labeled by street address but final digital images files must be labeled according to National Register standards (i.e. MO_Jasper County_East Town (Original Joplin) Historic Survey_0001). Photos will preferably be taken to avoid obstruction from foliage or snow cover. If a property has a complex footprint, additional photographs may be necessary to accurately record all primary façades. If a property has secondary resources an additional photograph will be taken for each resource unless the secondary resource is clearly visible in the photograph of the primary resource. If a property has more than one associated resource the site plan on the inventory form shall be completed, unless a master map showing the accurate orientation of outbuildings in the district is submitted as part of the project. The number of photographs will be determined in consultation with the SHPO.
5. **One set of hard copy black and white archival photographs**. The photographs shall be printed in black and white, using archival ink and paper meeting a 75-year standard. They must be printed at 300 dpi in 5"x7" size. Each photo must be labeled on the back, using a soft lead archival pencil, with at least the survey name, survey number, property name (if applicable), street address, city, county, and date of the photo. Do not attach the photos to the form or use adhesive labels. The SHPO will be consulted on paper and ink combinations before prints are made and submitted.
6. **A boundary map**, separate from the final report. The location of each property inventoried will be indicated on a large-scale map (at least 1" = 200'). Potential district boundaries, property type, plan or style, and other interpretive information will be included on one or more additional maps, as appropriate. The map shall show the survey boundary and boundaries for any potential National Register districts. The contributing status of each property must be marked within the recommended historic district boundary (if applicable). Likewise, individually eligible properties must be noted. All maps will be in black and white. Any mapping will be submitted in digital format and final versions will be submitted in digital format and hard copy in an easily reproducible size such as 8 ½"x 11", 8 ½"x 14" or 11" x 17". If the boundary map includes building footprints and accurate orientation of any outbuildings, the site plan portion of the inventory form may be left blank.
7. **A final survey report** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted. This report will describe the scope and scale of the survey; methodology of the project; provide a complete historic context – including a discussion of the development of the neighborhood – for evaluation of the resources under National Register criteria; describe and analyze property types and styles within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts), local historic designations, and survey activities. A draft report may be submitted in digital format in Microsoft Word 2010 or 2010-readable format. The final version of the report must be submitted in both digital and hard copy format.
8. A **second set of all products** shall be submitted to the City of Joplin.

Scope of Services – Required Public Meetings

The consultant will conduct a minimum of two public meetings at Joplin City Hall to inform owners of properties within the survey area and the interested public about the goals and scope of the survey project. Meetings will be held near to the beginning of the survey as practical and the second meeting will be conducted at the conclusion of the project, when survey results and recommendations will be presented. Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public. Public meetings may be held in conjunction with regular meetings of the Joplin Historic Preservation Commission.

Public meeting notices regarding this grant project will include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office. Federal laws prohibit discrimination on the grounds of race, color, sexual origination, national origin, disabilities, religion, age, or sex. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240.

Exhibit A

Scope of Services – Timeline
All work must be completed no later than July 31, 2020.

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule.

RFP Advertised:	September 6, 2019
Proposals Due:	September 27, 2019 at 5:00 P.M.
Committee Review:	October 1 – 3, 2019
Interviews:	October 7 – 8, 2019

Timeline for project: The City and the State Historic Preservation Office have developed a timeline and milestones for work and payment schedule. **All work must be completed July 31, 2019.**
Milestones Dates to be finalized with SHPO*

Milestone	Product	Date Due	Federal Share	Non-Federal Share
#1	Submit a draft RFP to the HPF Grant Manager for review and approval **before** the bid process is initiated.	08/02/2019	$ 0	$ 0
#2	Submit documentation of the consultant selection process and a draft of the consultant contract **prior to signature** to the HPF Grant Manager for review and approval.	10/03/2019*	$ 0	$ 0
#3	Submission of signed consultant contract to the HPF Grant Manager.	11/26/2019*	$ 0	$ 0
#4	The City will arrange a meeting with the consultant and HPF Grant Manager to discuss the level of documentation for the project. An email documenting this discussion will be submitted to the consultant and the City of Joplin by the HPF Grant Manager (date approximate).	11/27/2019*	$ 0	$ 0
#5	Submission of a draft research design to the HPF Grant Manager for review and approval. Submission of documentation for the first of two public information meetings (meeting date is approximate only).	12/16/2019*	$ 0	$ 0
#6	Submission of final research design. Submission of 5 complete sample inventory forms (and site plans as appropriate) to the HPF Grant Manager for review and approval.	01/06/2020*	$ 0	$ 0

#7	Submission of fully complete draft inventory forms (and site plans as appropriate), digital color JPEGs, and a digital survey map to the HPF Grant Manager for review and approval. Mid-term budget report	04/03/2020	Estimated 50% of expenses	Estimated 50% of expenses
#8	Submission of final inventory forms (and site plans as appropriate), maps and photos to the HPF Grant Manager for review and approval. Submission of draft survey report to the HPF Grant Manager for review and approval.	06/01/2020	$ 0	$ 0
#9	Submission of final survey report to the HPF Grant Manager for review and approval, and submission of documentation for the second public meeting (date approximate).	07/10/2020	$ 0	$ 0
#10	Submission of final project report and fiscal data.	07/31/2020	Remaining balance of expenses	Remaining balance of expenses

Exhibit A

V. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of The City that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to The City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy The City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
B. The ability of the Proposers to perform the work or provide the service promptly or within the time specified, without delay or interference;
C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
D. The quality of performance of previous contracts or services.

A selection committee made up of qualified City staff and commissioners of the Historic Preservation Commission shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work requested.

In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria listed above, as well as background, experience, response to scope of services, costs and supporting documents as part of the submittal requirements.

After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal. The City of Joplin reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

Exhibit A

VI. GENERAL INFORMATION AND REQUIREMENTS:

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, commissioners of the Historic Preservation Commission, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest
The Respondent will submit Responses at the time and location described below:

Time/Date: Received by 5:00 PM CDT on Tuesday, September 3rd, 2019. RFPs received after this time and date will not be accepted.

To: City of Joplin
Sealed Proposal: East Town (Original Joplin) Historical Survey Phase II
Planning, Development and Neighborhood Services
602 S. Main Street
Joplin, MO 64801

The Respondent shall submit one (1) original with five (5) identical copies of the Response in print and with one PDF copy provided on CD or USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the East Town (Original Joplin) Historic Survey Phase II project.

Evaluation of Qualifications
The evaluation of the Responses shall be based on the requirements described in this RFQ. All properly submitted Responses will be reviewed, evaluated, and ranked by the City, with input from the

Committee as noted above. The City will contact those Proposers with the top ranked proposals that best meet the City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be required to meet with the selection committee at a time to be specified. The City reserves the right to contact only one company at this stage and to immediately proceed with contact negotiations if appropriate. The proposals will be reviewed in depth with the selection committee at that time. The City will contact the Proposer that best meet the City's needs and attempt to negotiate an agreement that is acceptable to both parties. An anticipated decision is scheduled to occur by [date].

City's Reservation of Rights
The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61 professional qualifications.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigations may be conducted as a part of the due-diligence process.

Disposition of Proposals
All submitted proposals become the property of The City.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment
By submitting a proposal, the Proposer certifies that it is not currently debarred with submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that is not a person or entity that is currently debarred from submitting

proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government.

Exhibit A

Map A



ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES
City of Joplin, Jasper County, Missouri
East Town (Original Joplin) Historic Survey Phase II
Project No. 29-19-171413-014

Exhibit A

Please be advised that the Missouri Department of Natural Resources has not as yet received the final allocation from the federal Historic Preservation Fund. No final grant awards or reimbursements of allowable grant project costs will be made until the allocation is received. Obligations of the State shall cease immediately if the Missouri Legislature, the President or Congress fail to appropriate or otherwise make available funds for this project.

Starting Date: July 1, 2019 Ending Date: August 31, 2020

I. SCOPE AND PURPOSE:

The City of Joplin will hire a 36 CFR 61 qualified historian or architectural historian (herein referred to as "consultant") to conduct an intensive level architectural/historical survey of Joplin's East Town neighborhood. This is Phase II of a two-phase project. An intensive level survey will allow for the evaluation of these properties as they relate to the neighborhood's history and development. The neighborhood is associated with the first Joplin settlement in 1838, historic Route 66, and the local African American community. The Phase I survey area focused on the northern half of the East Town neighborhood. Phase II will focus on the southern half of the East Town neighborhood. It will be bounded by E. Broadway on the north, N. St. Louis Avenue to the east, the Kansas City Southern Railroad on the west, and 4th Street to the south. These boundaries were selected based on discussions between the City of Joplin and State Historic Preservation Office (SHPO) staff. The approximately 140-acre survey area encompasses a predominately- suburban setting that includes approximately 230 resources, including accessory structures, on 170 parcels including vacant lots. This project will also provide a history of the area and its development contributing to the overall historical understanding of Joplin. Final survey boundaries, the level of documentation and the number of survey forms will be determined in consultation with the Historic Preservation Fund (HPF) Grant Manager.

Architectural survey is an activity required of Certified Local Governments (CLGs) per 36 CFR 61 regulations. A survey is being conducted to ensure the City of Joplin has the most accurate, up-to- date information on identified historic buildings and their condition to help with planning and preservation efforts. This survey will include recommendations for future preservation activities, including but not limited to identifying properties eligible for the National Register of Historic Places.

II. ACTIVITIES AND FUNCTIONS:

A. Consultant Selection Process

The City of Joplin will hire a professional that meets the *Secretary of the Interior's Professional Qualifications Standards* for a historian or architectural historian, as outlined in the Code of Federal Regulations, 36 CFR Part 61 to conduct the East Town (Original Joplin) Historic Survey Phase II. This will be an intensive level architectural survey. The Request for Proposal (RFP) sent to

consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities and the Milestone Schedule from the Grant Agreement. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft RFP will be sent to the HPF Grant Manager for approval **prior to initiating the bid process**. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager for approval **before it is signed**.

1. Submit a **draft of the RFP** for review prior to the initiation of the bid process.
2. Submit documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
    a. Indication of who the RFP was sent to and when
    b. Copies of all responses received (proposals and responses of no bid)
    c. Score sheets/an explanation for why a consultant was chosen
    d. The unsigned draft consultant contract noted above
3. Submit a copy of the signed **consultant contract**.

B. Intensive Level Survey

The survey will be completed following the State Historic Preservation Office's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form" available on the SHPO's website. Before starting work, the consultant will schedule a time with the HPF Grant Manager and the City to discuss the survey boundary, level of documentation, and how resources will be recorded. The survey will record the history of each resource up to a date determined in consultation with the HPF Grant Manager. Intensive level surveys include an architectural description of each resource, construction dates, and current conditions along with research on the history of each property (including ownership and use). The survey report will describe the historic context and the development of the survey area. It will also document the existing historic character and conditions of the survey area and make recommendations for future preservation activities, including additional survey recommendations and potential eligibility for local historic designation or listing in the National Register. This project will also provide a history of the area and its development, contributing to the overall historic knowledge and understanding of Joplin.

Prior to field work, a research design detailing the methodology and goals of the survey will be completed and approved by the HPF Grant Manager. Once the research design is approved by the HPF Grant Manager, a Missouri Architectural/Historic Inventory form will be completed for each property within the boundary, including any vacant lots. The number of forms and level of documentation will be determined by the HPF Grant Manager in consultation with the grant recipient. Forms will be submitted in digital format. The number of photos will be determined in consultation with the HPF Grant Manager. A map will be created that indicates the survey boundaries, property locations and addresses. If a potential historic district is found, its boundaries will be identified on the map along with a notation of each resource's contributing or non-contributing status. If potential individually eligible properties are found, they will also be noted on the map.

Exhibit A

A final survey report will be prepared in digital format. The report will develop the historic context of the neighborhood and describe its development history. This information will be gleaned from overall archival research for the survey area but also the research conducted for and included on the individual survey forms. After developing the context, the report will evaluate the history in terms of National Register eligibility and potential future listings (individual and/or districts). This report will also describe the scope and scale of the survey; provide a methodology for the project; describe and analyze property types within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts), local designations, and survey activities as applicable.

These products are outlined in more detail below. The Joplin Historic Preservation Commission will have an opportunity to review milestone products if they so choose before they are submitted to the HPF Grant Manger.

The Phase II intensive level architectural survey of Joplin's East Town neighborhood shall produce the following products:

1. A completed **research design** meeting the SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted to the HPF Grant Manager prior to field work. The research design will describe the scope of the work, rationale of survey boundaries, proposed methodology and expected results.

2. Submit documentation for the **two public information meetings** (i.e. press release, newspaper/web advertisement, sign-in sheet). See subsection C for further information on public meetings.

3. **SHPO Architectural/Historic Inventory Forms** (or other pre-approved survey form) meeting SHPO's "Standards for Professional Architectural and Historic Surveys" and following the "Instructions for Completing the Architectural/Historic Inventory Form" shall be completed for each property within the boundary including vacant lots. Draft versions of the inventory forms will be provided in digital format. The final version for the SHPO will be submitted in digital format. The consultant will set up a time with the HPF Grant Manager and the City to discuss the level of documentation before work on the project begins. An email documenting the discussion will be sent to the consultant and the city by the HPF Grant Manager. Drafts will be completed as discussed via this conversation. Incomplete drafts will not be accepted.

4. **Digital color photographs** of each surveyed property submitted in digital JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. Draft digital images may be labeled by street address but final digital images files must be labeled according to National Register standards (i.e. MO_xxx County_SURVEY NAME_0001). Photos will preferably be taken to avoid obstruction from foliage. If a property has a complex footprint, additional photographs may be necessary to accurately record all primary façades. If a property has secondary resources an additional photograph will be taken for each resource unless the secondary resource is clearly visible in the photograph of the primary resource. If a property has more than one associated resource, the site plan on the

inventory form shall be completed unless a master map showing the accurate orientation of outbuildings in the district is submitted as part of the project. The number of photographs will be determined in consultation with the HPF Grant Manager.

5. **A boundary map**, separate from the final report. The location of each property inventoried will be indicated on a large-scale map. Potential district boundaries, property type, plan or style, and other interpretive information will be included on one or more additional maps, as appropriate. The map shall show the survey boundary and boundaries for any potential National Register districts. The contributing status of each property, including outbuildings, must be marked within the recommended historic district boundary (if applicable.) Likewise, individually eligible properties must be noted. Any mapping will be submitted in digital format. If the boundary map includes building footprints and accurate orientation of any outbuildings, the site plan portion of the inventory form may be left blank.

6. **A survey report** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted. This report will describe the scope and scale of the survey; methodology of the project, provide historic contexts for evaluation of the resources under National Register criteria; describe and analyze property types within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts). The final version of the report must be submitted in digital format.

C. Public Meetings

The grant recipient will conduct a minimum of two public meetings in Joplin to inform owners of properties within the survey area and the interested public about the goals and scope of the survey project. The first meeting will be held as near to the beginning of the survey as practical and the second meeting will be conducted at the conclusion of the project, when survey results and recommendations will be presented. Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public. Public meetings may be held in conjunction with regular meetings of the Joplin Historic Preservation Commission.

III. SPECIAL CONDITIONS:

1. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.

2. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications for a historian or architectural historian.

3. The Joplin Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager.

4. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

   This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation. Federal laws prohibit discrimination on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240.

   [This acknowledgement may be in any size type on the notice]

   Project work will be completed and payments made according to the milestone/payment schedule and project budget.

Attachment B

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION FORM

RFP # 29-17-151350-05

Company _____

Address _____

Contact Person_____

Telephone Number_____

Email_____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public

servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ___ day of _____.

BY:

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

Exhibit B

PROPOSAL

HISTORIC SURVEY PHASE II

EAST TOWN (ORIGINAL JOPLIN) NEIGHBORHOOD
JOPLIN, MISSOURI

Submitted to the City of Joplin, Missouri

September 23, 2019

Keenoy Preservation
5229 Oleatha Avenue
St. Louis, MO 63139
314-637-6441 / rdkeenoy@gmail.com
http://keenoypreservation.com/

Exhibit B

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Exhibit B

1.0 Cover Letter

KEENOY PRESERVATION
5229 Oleatha Avenue
St. Louis, MO 63139
rdkeenoy@gmail.com / 314-637-6441

September 23, 2019

City of Joplin
ATTN: Thomas Walters, Planner
Planning, Development and Neighborhood Services
602 S. Main Street
Joplin, MO 64801

RE: East Town (Original Joplin) Historic Survey Phase II

Dear Mr. Walters:

I wish to submit a proposal to complete the above-referenced project for which the City of Joplin issued a Request for Qualifications (RFQ) on August 18, 2019 (re-issued September 6, 2019). The proposal would include a survey team consisting of myself, Susan Sheppard, and Terri L. Foley.

The enclosed proposal includes an Executive Summary, Company Background, Company Experience, Response to Scope of Services, Sample Documents and Signature Page Form. A cost proposal has been submitted separately. We have the requisite experience, training and technical competence to complete the project on time (on or prior to July 31, 2020).

We very much appreciate the opportunity to provide this proposal and look forward to hearing of your decision. If you have any questions, please do not hesitate to contact me.

Sincerely,

Ruth Keenoy

Ruth Keenoy
Historic Preservation Specialist
http://keenoypreservation.com
314-637-6441 / rdkeenoy@gmail.com

Exhibit B

2.0 Executive Summary

The following proposal was prepared for the City of Joplin, which seeks to complete a Phase II intensive survey of properties within the East Town (Original Joplin) Neighborhood. The Phase II survey area is bounded by East Broadway (north), N. St. Louis Street (east), 4th Street (south) and the Kansas City Southern Railroad (west). The survey will identify approximately 230 properties.

If awarded the project, the scope of work will be completed through the services of a three-member team – Ruth Keenoy, Susan Sheppard and Terri L. Foley. All team members meet the Secretary of Interior's Professional Standards of Qualifications for architectural history as published in the Code of Federal Regulations, 36 CFR Part 61 (standards available at: https://www.nps.gov/history/local-law/arch_stnds_9.htm). Ms. Keenoy is a registered WBE in the State of Missouri. Ms. Foley is a registered WBE in the State of North Carolina.

The project will meet the requirements outlined in the State Historic Preservation Office's (SHPO) Historic Preservation Fund (HPF) Products Manual and National Register Bulletin 24: *Guidelines for Local Surveys: A Basis for Preservation Planning* (Revised). The final survey report will provide a history of the area and its development contributing to the overall historical understanding of Joplin. The project will focus on identifying properties that may be eligible for local and/or National Register of Historic Places (NRHP) significance. Properties will be evaluated individually and for their potential to comprise one or more local and/or NRHP district(s). Final survey boundaries, level of documentation and number of survey forms will be determined in consultation with the SHPO.

The survey team has the requisite experience, education and qualifications to complete the project, as described under Sections 3.0 (Company Background) and 4.0 (Company Experience).

If awarded the contract, the consultant team will comply with all applicable City, State and Federal provisions pertaining to non-discrimination, Equal Employment Opportunity, Affirmative Action and the American with Disabilities Act (ADA).

Funding for the Joplin East Town (Original Joplin) Neighborhood Survey, **Project Number 29-19-171413-014,** is made available through a grant provided by the U.S. Department of the Interior/National Park Service, Historic Preservation Fund, through the Missouri Department of Natural Resources, Division of State Parks, State Historic Preservation Office.

Questions regarding this proposal should be addressed to Ruth Keenoy, 314-637-6441, rdkeenoy@gmail.com.

Exhibit B

3.0 Company Background

Keenoy Preservation is a consulting team composed of three individuals: Ruth Keenoy, Susan Sheppard and Terri L. Foley. The consultants have worked with each other for a number of years. Ms. Foley and Ms. Keenoy have worked as a team for more than 12 years. Ms. Sheppard recently joined the team, bringing her more than 10 years' experience as a historic preservation professional.

- Ms. Keenoy holds a master's degree in historic preservation and has worked as an architectural historian for more than 25 years. She has completed a number of cultural resource surveys in the states of Maine, Missouri, Tennessee, New York, Virginia, West Virginia, Georgia and Alabama.

Education – Ruth Keenoy
B.B.A., Business Administration, Middle Tennessee State University, 1985
M.A., History, Middle Tennessee State University, 1995

Professional Work Experience – Ruth Keenoy
Historic Preservation Consultant, Self-Employed, St. Louis, 2006-2010; 2016-present
Project Manager, Historical Mitigation, National Geospatial-Intelligence Agency (NGA) Relocation, St. Louis, MO, 2016 - present
Preservation Specialist, Landmarks Association of St. Louis, Inc., 2010 – 2016
Senior Preservation Planner, TRC, Atlanta, GA (Nashville branch office), 2000-2006
Historic Preservation Specialist, Tennessee Dept. of Transportation, 1997 – 2000
Architectural Historian, TRC Mariah Associates, Inc., Austin, TX, 1996-1997
Private Consultant/Architectural Historian, Self-Employed, 1996-1997
Preservation Planner, Thomason & Associates, Nashville, TN, 1994-1996

- Ms. Sheppard has a master's degree in history (Southeast Missouri State University) with an historic preservation emphasis and has worked as an architectural historian for 15 years. She has completed surveys in Missouri and South Dakota.

Education – Susan Sheppard
B.A., Art History, University of Missouri-St. Louis, 2000
M.A., History, Southeast Missouri State University, Cape Girardeau, 2003

Professional Work Experience – Susan Sheppard
Program Outreach Coordinator, Missouri Main Street Connection, St. Louis, 2019
Project Manager/Assistant Main Street Coordinator, State of Maryland Department of Housing and Community Development, Baltimore 2015-2018
Cultural Resource Management Specialist, Michigan State Historic Preservation Office, Lansing, 2009-2013

Architectural Historian, Cultural Resource Department, SCI Engineering, St. Charles (MO), 2006-2008
Preservation Specialist, Landmarks Association of St. Louis, Missouri, 2004-2007

- Ms. Foley holds a bachelor's degree in historic preservation with an emphasis in architectural design. She has worked as a preservation consultant for 17 years, completing cultural resource surveys in the states of Illinois, Kansas, Maine, Missouri, New York and North Carolina.

Education – Terri L. Foley
B.S., Historic Preservation, Southeast Missouri State University

Professional Work Experience – Terri L. Foley
Ms. Foley has been self-employed as a historic preservation consultant since completing her degree in 2002.

Recent architectural survey projects completed by Keenoy Preservation in Missouri include a Phase II Survey of the North Central Neighborhood in Columbia (2019) and an Intensive Re-Survey of Downtown Moberly (2017-2018).

Noted in the Request for Proposals (RFP) are Joplin's African-American and Route 66 resources, which shall be addressed in the proposed Phase II survey. Past projects completed by the consultant team that specifically address similar historical contexts are provided below.

- Garfield Historic District (Foley, 2017), Butler County (Poplar Bluff), MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/SG100001686.pdf
- Salem Baptist Church (Keenoy, 2013), Madison County (Alton), IL. Document is available at: https://www.nps.gov/nr/feature/places/pdfs/13001004.pdf
- Bennett Avenue Historic District (Keenoy, 2008), St. Louis County (Richmond Heights), MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/08000228.pdf

Ms. Keenoy and Ms. Foley co-authored the Multiple Property Documentation Form (MPDF) for Route 66 in Missouri (2008). The document is available at: https://dnr.mo.gov/shpo/nps-nr/Route66MPDF.pdf. Individual nominations completed by the consultants for Route 66 properties under the MPDF include the following:

- Meramec River U.S. Route 66 Bridge (Keenoy and Foley, 2008), St. Louis County, MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/09000888.pdf
- Route 66 Steak 'n Shake (Keenoy, 2012), Greene County (Springfield), MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/12000462.pdf

- Devil's Elbow Historic District (Keenoy, 2017), Pulaski County, MO. Document is available at: https://dnr.mo.gov/shpo/nps-nr/100000566.pdf
- Piney Beach (Keenoy, 2017), Pulaski County, MO. Document is Available at: https://dnr.mo.gov/shpo/nps-nr/100000567.pdf

Each member of the consultant team meets the Secretary of Interior's Professional Standards of Qualifications for architectural history as published in the Code of Federal Regulations, 36 CFR Part 61 (https://www.nps.gov/history/local-law/arch_stnds_9.htm).

No team members have failed to meet project deadlines in the past. All projects have been completed on time and within the proposed budget.

4.0 Company Experience

In relation to the scope of services outlined in the City's Request for Proposal (RFP), the consultants have completed multiple survey projects (individually and as a team). Sample projects completed by the consultant team during the past five years are provided below.

Of note is that Susan Sheppard worked during the past five years for Main Street. Professional contacts for Susan include:

- Karen Forbes, Assistant Director of Community Access/Department of Housing and Community Development, Maryland, 410-209-5809
- Diane Tuinstra, Cultural Resources Management Specialist, Michigan State Historic Preservation Office, 517-335-2723
- Becky Axilbund, Executive Director, Main Street Middletown (MD), 301-371-617.

2019 – Barker Neighborhood Intensive Survey, Phase I City of Lawrence, KS (Keenoy, Foley)
Contact: Lynne Zollner, Historic Resources Administration (City of Lawrence), 785-832-3151
Intensive residential survey of 326 properties. Potential for National Register District (pending Phase II survey) and identification of four potentially individually eligible properties.

2019 – North Central Neighborhood Survey, Phase II, City of Columbia, MO (Keenoy, Foley)
Contact: Rusty Palmer, Planner (City of Columbia), 573-874-7394
Reconnaissance level survey, Phase II, of North Central Neighborhood, identified 209 properties (residential, commercial, industrial) of which six were identified as potentially eligible for the National Register.

2019 – Wepprich Winery, St. Charles, MO, National Register Nomination (Keenoy, Foley)
Contact: Bill Elliott, Kenrick Construction Co., St. Louis, MO, 314-865-5204
Completed National Register nomination for former winery in downtown St. Charles, Missouri. Approved by Missouri Advisory Council, August 2019. Pending formal listing with the National Park Service.

2017-2018 – Collins Park Intensive Neighborhood Survey, City of Topeka, KS (Keenoy, Foley) (Survey report: https://www.kshs.org/resource/survey/topeka_collinsparksurvey2018.pdf)
Contact: Tim Paris, Historic Preservation Planner (City of Topeka), 785-368-3013
Intensive survey, Collins Park neighborhood, identified 185 properties (all but one is residential). Survey recommended a historic district for the platted subdivision of Collins Park.

2017 – 2018 – Intensive Survey, Downtown Commercial and Industrial Properties, City of Moberly, MO (Keenoy, Foley)
Contact: Tom Sanders, Director of Public Works (City of Moberly), 660-269-7644
Survey recorded 214 properties including re-evaluation of the city's downtown historic district. Recommendations were to enlarge the existing district. District expansion National Register nomination is currently in progress.

2017 – Garfield Historic District, Popular Bluff (MO) (Foley) (Available at: https://dnr.mo.gov/shpo/nps-nr/SG100001686.pdf)
Contact: Nevada Young, City Planning & Inspections, City of Poplar Bluff, 573-686-8615
National Register District completed for ethnic/African American significance.

2017 – Christian Weinrich House, Frederick Weister House and Old Fire Station Chester, Illinois, National Register Nomination (Foley)
Contact: Brenda Owen, 618-830-8569
Individual National Register nominations completed for three buildings in Chester, Illinois in 2017.

2016 – 2017 – Grandview Place, Intensive Survey, Edwardsville, Illinois (Foley)
Contact: Scott Hanson, City Planner, City of Edwardsville (IL), 618-692-7535
Conducted a survey for a mid-century modern residential subdivision developed on historic mine land. The survey included 186 residential buildings, three secondary buildings and approximately 69 objects.

2016 – 2017 – Section 106 Compliance/History Project– National Geospatial-Intelligence Agency, City of St. Louis (Keenoy) (Multi-tiered projects available online at: https://www.stlouis-mo.gov/government/departments/sldc/project-connect/nga/history/index.cfm; https://dnr.mo.gov/shpo/nps-nr/SG100002334.pdf;

https://dnr.mo.gov/shpo/nps-nr/SG100002792.pdf; https://dnr.mo.gov/shpo/nps-nr/SG100002038.pdf)
Contact: Russell Halliday, Program Manager Next NGA (City of St. Louis), 314-309-6560
Section 106 mitigation for the City of St. Louis in relation to construction of National Geospatial-Intelligence Agency headquarters. Project included public history project (with displaced residents), three National Register nominations and shoe industry historical overview.

2015 – Brahm-Mitchellette Motor Car Company, St. Louis, National Register Nomination (Keenoy) (Available at: https://dnr.mo.gov/shpo/nps-nr/15000442.pdf)
Contact: Berto Garcia, property owner, 314-353-0336
National Register nomination for former automobile dealership that currently houses administrative offices for Garcia Properties, St. Louis, Missouri.

2015 - Cynthia-Kinzer Historic District, Poplar Bluff (MO) (Foley) (Available at: https://dnr.mo.gov/shpo/nps-nr/15000441.pdf)
Contact: Nevada Young, City Planning & Inspections, City of Poplar Bluff, 573-686-8615
Completed National Register district nomination for a residential neighborhood consisting of 88 properties.

2015 – Claverach Park, St. Louis County, MO National Register Nomination (Keenoy) (Available at: https://dnr.mo.gov/shpo/nps-nr/15000537.pdf)
Contact: Karen Bode Baxter, 314-353-0593
Wrote Section 8 of National Register nomination. District includes 253 residential properties.

2014 – Bellefontaine Cemetery, St. Louis, National Register Nomination (Keenoy) (Available at: https://dnr.mo.gov/shpo/docs/14000378.pdf)
Contact: Nancy Ylvisaker, President, Bellefontaine Cemetery, 314-749-9909
Completed National Register nomination for Bellefontaine Cemetery, National Significance, Criterion C: Landscape Architecture.

2014 – Fifth Street Survey, City of Washington, MO (Keenoy/Landmarks Association) (Survey Report available at: https://dnr.mo.gov/shpo/survey/FRAS005-R.pdf)
Contact: Bridgette Kelch (no longer in position – was Executive Director of Downtown Washington). Contact for Downtown Washington – 636-239-1743
The intensive survey (completed with Katie Graebe) recorded 178 properties, ten of which were recommended as potentially eligible (individually) for the National Register of Historic Places.

2014 – Downtown Webb City Historic District, Webb City (MO) (Foley) (Available at: https://dnr.mo.gov/shpo/docs/DowntownWebbCityHistoricDistrict-14000427.pdf)
Contact: Erin B. Turner-Forcum, Community Development Coordinator (Webb City), 417-499-6367
National Register district nomination completed for properties along North and South Main and adjacent side streets, Webb City.

2014 - HABS/HAER Documentation, LORAN-C Towers, Wilmington, NC (Foley)
Contact: Zac Holmes, Shape Construction, 360-377-6383
Conducted HABS/HAER survey that entailed the documentation of the United States Coast Guard Carolina Beach LORAN-C Station including all buildings and four LORAN-C Towers.

5.0 Responses to Scope of Scope of Services

The following activities will be conducted should Keenoy Preservation be awarded the Phase II intensive historic survey. Funding for the project is made available through a grant (**Project Number 29-19-171413-014**) from the U.S. Department of the Interior/National Park Service Historic Preservation Fund (HPF), through the Missouri Department of Natural Resources, Division of State Parks, State Historic Preservation Office (SHPO). All correspondence related to this project will include the Project Number.

5.1 Scope of Services – General

The intensive level survey will allow for the evaluation of properties as they relate to the neighborhood's history and development. The proposed survey area consists of approximately 230 above-ground properties. Prior to beginning the project, the consultant team will schedule a time to discuss the project's expectations with the SHPO/HPF Grant Manager and the City of Joplin. Ms. Keenoy and Ms. Sheppard will attend two informational public meetings to discuss process, survey results and answer questions and will complete the photography and conduct research while in Joplin. Ms. Foley will assist in preparing forms and the survey report. Meetings will be coordinated by the City of Joplin and the Joplin Historic Preservation Commission. Notices regarding public meetings will be the responsibility of the City of Joplin.
All deliverables will be provided in digital format per SHPO instructions.

Exhibit B

5.2 Scope of Services – Final Products

An **Intensive Survey** of the East Town (Original Joplin) Neighborhood (within the study area) will include:

- A completed **research design** meeting the SHPO's "Standards for Professional Architectural and Historic Surveys", submitted to the SHPO in Word format prior to fieldwork.
- Email documentation for **two public information meetings.**
- **SHPO Architectural/Historic Inventory Forms** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" and following the "Instructions for Completing the Architectural/Historic Inventory Form", completed for each property within the boundary, including vacant lots. This will include:
  - Construction dates of the surveyed properties
  - Documentation of historic character and current conditions of the surveyed properties
  - Addresses/locations of the surveyed properties
  - Basic physical descriptions and conditions of properties
  - Basic archival research – including Sanborn maps, atlases and city directories if available
  - National Register of Historic Places (NRHP) eligibility recommendations
- **Digital color photographs** of each surveyed resource provided in JPEG format.
  - Each elevation of the property, including outbuildings *provided that building is visible from street*
  - Photographs will have minimal visual intrusions and include building details
  - Streetscape images (not to replace individual property photographs)
  - JPEG format, pixel dimensions for camera at least 1600 X 1200 and at least 300 dpi.
  - Named image files per SHPO protocol
- **A boundary map**, separate from the final report.
  - The location of each property inventoried will be indicated on a large-scale map (at least 1" = 200).
  - Potential district boundaries, property type, plan or style, and other interpretive information will be included.
  - Individually eligible properties will be noted.
  - Maps will be submitted in digital format.
- **A final survey report** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" will include:
  - A description of the scope and scale of the survey
  - Methodology of the project

- A complete historic context to include an overview of the history of the neighborhood's development, focusing on the period(s) when the inventoried resources were constructed. The context(s) will address the survey area specifically and include outlying areas to evaluate the broader context of the study area.
- Architectural analysis including property types and styles
- Recommendations for NRHP Nominations, local historic designations, and survey activities
- Bibliography

5.3 Scope of Services – Required Public Meetings

The consultant team will conduct a minimum of two public meetings, as described below. Public meeting notices are the responsibility of the City of Joplin.

- First public meeting will explain the objectives and anticipated process of the project, answer questions and solicit information from residents familiar with the project area.
- Second public meeting will provide a refresher of the project's objectives and process, as well as provide findings of the survey that include National Register eligibility recommendations.
- Meetings will take place at Joplin City Hall and may be held in conjunction with regular meetings of the Joplin Historic Preservation Commission.

5.4 Scope of Services - Timeline

The project will be completed no later than July 31, 2020. Following the completion of a signed contract, agreed upon by both the consultant team and City, a notice to proceed will be followed by the initial meeting between the consultant team and the SHPO.

The final timeline will be agreed upon by all parties. A suggested timeline for deliverables is provided below, based upon the assumption that the notice to proceed will be issued no later than November 4, 2019. This schedule will be adjusted per the recommendations of the City and SHPO.

Date (no later than)	Deliverable / Item
November 26, 2019	Contract signed / Notice to Proceed
November 27, 2019	Initial Meetings with SHPO and City
December 16, 2019	Submission of Draft Research Design
January 6, 2020	Submission of Final Research Design
January 13, 2020	First public meeting (on or near this date)
April 3, 2020	Submission of complete draft inventory form, digital color JPEGS, and a digital survey map
June 1, 2020	Submission of final inventory forms, maps, and photos
July 10, 2020	Submission of final survey report
July 31, 2020	Submission of final project report and fiscal data
August 3, 2020	Final public meeting (on or near this date)

5.5 Scope of Services – Proposed Costs to Complete Project

Proposed costs to complete the project are $23,000 – the cost breakdown is provided in the table below.

Cost Proposal - East Town (Original Joplin) Phase II Survey				
Category	**Billing Rate**	**Hours**	**Cost**	**Notes**
SHPO meeting	50	1	$50.00	Project initiation
Research Design	50	4	$200.00	
Field Evaluation	50	40	$2,000.00	Includes photography
Research	50	40	$2,000.00	City offices, archives, libraries
Public Meetings	50	20	$1,000.00	Includes travel time
Writing - Report	50	150	$7,500.00	Survey Report
Production	50	4	$200.00	Survey Report and Forms
Survey Forms	50	150	$7,500.00	
Revisions	50	16	$800.00	
Vehicle expenses			$750.00	Gasoline, mileage
Office Supplies			$200.00	Paper, printing supplies, etc.
Lodging/Meals			$800.00	
PROJECT TOTAL			**$23,000.00**	

Exhibit B

6.0 Sample Document

Writing samples for each member of the consultant team are provided below. Samples for each are as follows:

- Keenoy – Excerpt from North Central Columbia, MO Survey Report, Phase II (2019).
- Sheppard – Excerpt from Tower House National Register Nomination (2005), City of St. Louis, MO (entire nomination available at: https://dnr.mo.gov/shpo/nps-nr/05001034.pdf)
- Foley – Excerpt from Downtown Webb City Historic District Nomination (2014) (entire nomination available at: https://dnr.mo.gov/shpo/docs/DowntownWebbCityHistoricDistrict-14000427.pdf)

A sample survey report, completed in 2019 for the City of Columbia, Missouri, is provided under separate cover. Due to the extensive number of pages in this document, only one copy is provided with this submission.

6.1 Sample for Ruth Keenoy

The Phase II North Central Neighborhood survey area is situated immediately north of Columbia College and several blocks north of Columbia's primary downtown east/west corridor, Broadway. Earliest Sanborn maps of this area date to 1908, illustrating the study area's northwest corner (currently the site of Hickman High School, 1104 N. Providence Road), which supported a racetrack and fairgrounds. Sanborn maps also illustrate the study area's southwest corner, which supports the former Hamilton Brown Shoe Factory at 1123 Wilkes Boulevard. Though limited in scope, the 1908 maps indicate that housing did exist in the neighborhood by that time, likely prompted by the shoe factory's construction in 1906-1907. Development was further prompted by annexation of this area to the city's limits in 1906. By 1925, Sanborn maps illustrate a much larger component of the neighborhood and demonstrate that by the mid-1920s, most of the survey area had been developed residentially.

The 1910 federal census confirms the impact that the shoe factory had on the neighborhood's development. By that time, a large percentage of households within the survey area supported shoe factory workers. A snapshot of the 1000 block of N. 8th Street (addressed as the 800 block in 1910) indicates that most properties on the west side of the block supported individuals employed at the shoe factory. Furthermore, some property owners took in boarders who worked at the factory, which was the case for 805 Fairview Avenue. This single-family dwelling supported six boarders in 1910, all of whom worked at the shoe factory as did three family members.

Columbia's shoe factory at 1123 Wilkes Boulevard was the first constructed by Hamilton-Brown outside of the City of St. Louis. In 1906, St. Louis' shoe industry began to build factories in

small towns outside of the city to avoid taxes and labor unions. It was a boon for communities such as Columbia to land a shoe factory and as a result, extremely competitive. Communities attempted to outbid one another by offering factory owners incentives such as free land, free utilities, tax incentives and cash. Columbia's initial investment was $60,000 and in 1913, the city additionally offered to reimburse the factory for constructing its own sewer system. The city's Commercial Club spearheaded the deal with Hamilton-Brown and gained the factory by donating land and paying for all construction costs. In return, Hamilton-Brown agreed to remain in Columbia for a minimum of ten years.

The factory opened in July 1907 and within three years was manufacturing 2,000 pairs of shoes daily. In 1910, the factory employed 408 individuals – more than half were Columbia residents. The remaining workers moved to Columbia or commuted from other communities. This prompted a number of households in the neighborhood - such as that described previously on Fairview Avenue - to take in boarders. It is notable that factory employees formed their own baseball leagues (female workers organized a basketball team) and played/practiced games on the fairgrounds parcel later developed for Hickman High School, 1104 N. Providence Road. This is yet another demonstration of how integral the shoe factory was in spurring development and growth within the study area.

6.2 Sample for Susan Sheppard

The Shingle Style evolved from the Queen Anne style in New England in the early 1880s. With its irregular massing and complicated rooflines, it is quite similar to the Queen Anne style, but unlike its predecessor, the Shingle Style tends to be much simpler in design, with less variety of color and texture, and an emphasis on the horizontal. The monochromatic surfaces of the Shingle Style was a shift from the polychrome textures, and what some were beginning to view as a general fussiness, that characterized the Queen Anne style.

The most identifying feature of the Shingle Style is its shingled exterior wall surfaces, which serves to unify the exterior of the building through the use of surface texture. Shingles can be used in varying degrees of frequency. While some Shingle Style buildings are covered entirely in shingles, often the first floor of the house is stone, with the second floor and above decorated with shingles. The Tower House is brick, with shingles visible at the second floor and at the half story pediments. The relative simplicity of the Shingle Style made it popular with resort "cottages" in Newport and Maine in the 1880s. Vincent Scully calls Henry Hobson Richardson's Watts Sherman House in Newport, Rhode Island, designed in 1884, the first monument of the Shingle Style.6 Richardson and other New England architects were leaders in the development of the style.7 One of Richardson's last works in the style was the Potter House at 5814 Cabanne Avenue in St. Louis in 1886 (demolished). Other New England architects continued to work in the style well into the 1890s, most notably McKim, Mead and White. The style was used much less frequently in the Midwest, although L. Lyman Sislbee and John Wellborn Root were experimenting with the Shingle Style in Chicago in the 1880s.

Newcomb's use of the Shingle Style was unusual for St. Louis, and it shows the influence that other Boston architects such as Richardson were having on his work. Like much of Richardson's Shingle Style domestic architecture of the 1880s, Newcomb's Tower House features asymmetrical massing, which is at the same time ordered and contained. In addition, it has broad low-pitched gables with sweeping ridges, seen on McKim, Mead and White's William Low House (demolished)which was constructed in Bristol, Rhode Island in 1887, two years earlier than the Tower House.

St. Louis' restrictions on frame construction within the city limits following the fire of 1849 contributed to the very few examples of the Queen Anne or Shingle Style, which were characteristically, although certainly not always, constructed of frame. In addition, they are styles that never gained local popularity. Those Queen Anne and Shingle Style houses that were built are constructed of less frequently employed materials such as brick or stone, like the brick Tower House.

A small concentration of Shingle Style houses were built in the West Cabanne Place Historic District (NR 1980) in the late 1880s and 1890s, although a few of those have been lost, including the Theodore Link-designed Lippincott House at 5944 West Cabanne Place. The demolition of Richardson's Potter House was the most unfortunate loss of the Shingle Style in the city. The Tower House is most stylistically similar to the Lippincott House, which was two and a half stories, with brick construction at its lower level and shingles above. It also had a cross gabled roof, although its front porch was much more modest, with a simple gable roof with a pediment end. The Potter House, which had less ornament than the Lippincott or Tower House, was much more horizontal, with a high pitched hip roof and a long low porch. Its primary ornamentations came from its surface shingles, one octagonal turret, and an eyebrow dormer window at its roof. The loss of the Lippincott and the Potter Houses increases the rarity of the Shingle Style in St. Louis, and makes the preservation of the Tower House of added importance.

6.3 Sample for Terri L. Foley

The Downtown Webb City Historic District is eligible for listing in the National Register of Historic Places under Criterion C the area Architecture as an exceptional intact late 19th to mid-20th century commercial district in Webb City. This section of downtown Webb City, located from 34 S Main to Austin Street with the parallel streets, Webb, Tom and Liberty, as well as the side streets, Broadway, Church, Daugherty, Tom comprises a grouping of buildings that create a noteworthy and vital unit, reflecting popular local and national architectural styles. Within the district are several prominent buildings, as well as a few that have a more simplistic design but worthy and contribute to the district. The buildings within the Downtown Webb City Historic District illustrates late-19th to mid-20th century commercial architecture; as well as local and national trends of modernization and renovation of pre-existing buildings when new building materials merged in the building industry. While some buildings reflect the modernization and renovation which commonly occurred in historic downtowns over the years, many buildings endured and are relatively unaltered. The buildings within the district not only depict architectural elements and construction techniques common during the time, but also additionally express the significance of the commercial corridor role in the local community as a business, mixed-use neighborhood, and destination or local/regional residents and workforces.

Two-part commercial blocks (17) and one-story (16) buildings are dominant within the Downtown Webb City Historic District streetscape with, 4 two-story buildings, a multiple-front corner block, 2 corner block buildings as well as a small quantity (9) featuring stylistic overtones of Italianate or Italian Renaissance Revival, Romanesque, Classical Revival Streamline Moderne and Art Deco styles. Brick is the prevailing exterior wall cladding and a substantial number of commercial buildings utilize patterned masonry designs or detailing for architectural appeal. While several of the buildings are devoid of a visibly identifiable architectural style, elements like cornices, designed parapets, corbelled brickwork, brick or stone window headers or sills, stringcourses, and quoins intermix to produce architectural importance on the facades and elevations. Some of the buildings in the district retain their original cast iron storefronts and prefabricated metal cornices. The storefronts in the district generally have an entrance flanked by display windows and transoms. Entrances are flush with the storefront or recessed. Some of the bulkheads are wood panel while others are brick or feature Carrera glass. Several storefronts feature a cast iron header or other elements to delineate the lower levels from the upper levels. A few of the buildings feature prismatic glass transoms (111 W. Daugherty; 12 S. Main).

Originally, the Downtown Webb City Historic District was comprised of framed buildings and functioned as commercial establishments and as residential housing for business owners or other residents. Like so many towns, frame structures were less expensive, faster to construct, and wood building materials more accessible, which resulted in. In addition, frame construction did not require the skill of a brick mason or a stonemason. Brick construction slowly started to replace the frame structures starting in the late 1880s. The district's earliest extant building is the Middle West Hotel, a corner block, three-story building constructed 1883. Originally, the building fronted E. Broadway (historically E. Main) but was realigned and remodeled to front S. Main (historically S. Alan) in 1902 to accommodate the Electric Railway. The Middle West Hotel still anchors the S. Main and E. Broadway intersection. The corner block building type was designed to be an impressive building that has solid, compelling, shape, strong massing, with defined lines on the facade and the secondary street facing elevation. As with the majority of corner block buildings, the Middle West Hotel was not uniform in designed, to allow the facade to be larger, as well as exhibiting a different design.

During the early development of the district the Italianate and Italian Renaissance styles were utilized in the design of four buildings, all located at the intersection of N. Main and Daugherty streets. The second oldest building in the district, 201-207 N. Main (Hatten and Raymond Block ca. 1887) originally, interconnect but at a later unknown date, the buildings were separated to create two buildings. The 1925 Sanborn maps, depict the buildings were still connected. The 201 N. Main building exhibits an upper level metal facade with Italianate Renaissance characteristics, a popular style in commercial storefronts along with the Italianate style from the 1870s–1880s, but extended into the early 1900s. 55 The second level features double arched centered windows with transoms and is flanked by windows with transoms held in the same opening to give the appearance of tall windows. The upper level also features decorative cast iron pilasters and an ornate cornice line with brackets, which runs the length of this block building highlighting the 203-207 building as well. The first level features a cast iron storefront, stamped with "Carthage

& Co. with a chamfered entrance, cast iron column, and pilasters. The 203-207 building features a cast iron storefront with stained-glass transoms.

7.0 Signature Page Form

Attachment B

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION FORM

RFP # 29-17-151350-05

Company Keenoy Preservation

Address 5229 Oleatha Avenue · St. Louis, MO, 63139

Contact Person Ruth Keenoy

Telephone Number 314-637-6441

Email rdkeenoy@gmail.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public

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servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this 23rd day of September 2019.

BY:

Signature Date: 9-23-2019

Name (Printed): Ruth Keeney

Title: Owner, Keeney Preservation

Signature: Ruth Keeney

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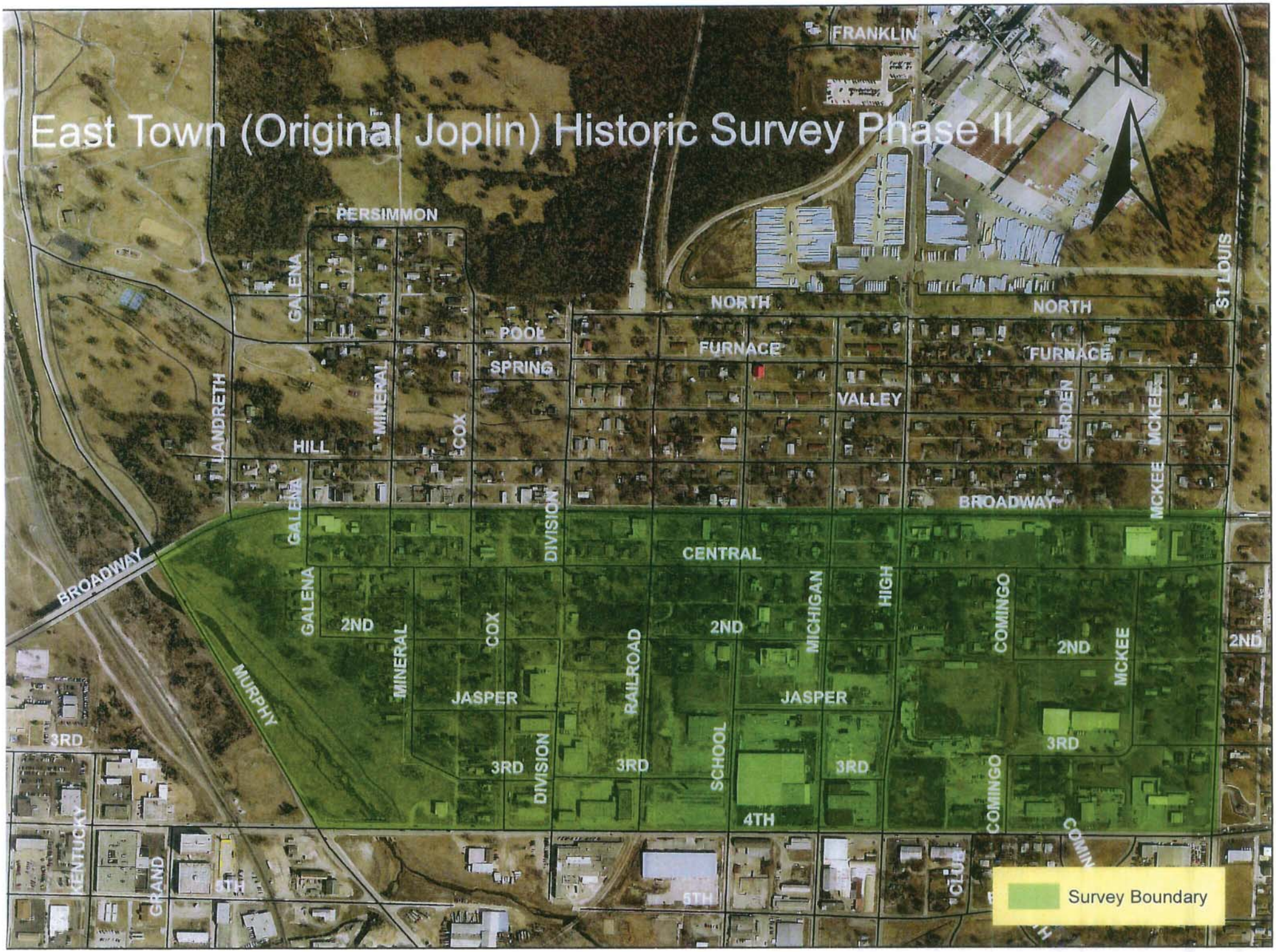

East Town (Original Joplin) Historic Survey Phase II
FRANKLIN
N
PERSIMMON
GALENA
NORTH
FURNACE
POOL
SPRING
VALLEY
GARDEN
MCKEE
ST LOUIS
LANDRETH
HILL
MINERAL
COX
BROADWAY
DIVISION
CENTRAL
HIGH
MICHIGAN
COMINGO
2ND
JASPER
RAILROAD
SCHOOL
3RD
4TH
5TH
MURPHY
KENTUCKY
GRAND
Survey Boundary

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-520 – Approving Redevelopment Project 1 of the Boomtown Central Shopping Tax Increment Financing (TIF) Plan

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-520 Ordinance; Map of Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning, Community Development and Neighborhood Improvement Director: Troy Bolander; Public Works Director: David Hertzberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves Redevelopment Project 1 of the Boomtown Central Shopping Tax Increment Financing (TIF) Plan.

BACKGROUND
Developer Denali Summit brought forward a proposed TIF Plan for approval of the proposed Boomtown Central Shopping TIF District to redevelop approximately 64.46 acres located south of 32nd Street and east of Range Line Road. The proposed redevelopment will occur in two separate Redevelopment Projects. The Plan proposes the construction of a new retail shopping center anchored by a 206,209 square foot Menards home improvement store along with a 50,300 square foot movie theater complex, 4,400 square foot fuel station, 55,980 square foot grocery store, and additional retail and commercial space of approximately 124,480 square feet. To date, Menards is the only retailer the Developer has confirmed will be located in the proposed development.

Under the requirements of the TIF Act, a 45-day notice was provided to the affected taxing jurisdictions and a public hearing was held before the TIF Commission on August 8, 2019. The City engaged Baker Tilly to perform a "But-For" Analysis. This is a study based on the proposed TIF Plan projections that shows the development would not be feasible, but for TIF assistance. At the TIF Commission meeting, there were 7 of 11 members in attendance. The City was represented by two of six members, the Joplin R-VIII School District by two members, Newton County by two members and the Joplin Special Road District representative. Staff recommended to the TIF Commission to continue the public hearing to September 26 in order for a market study to be completed that would analyze the reasonableness of the developer's projections; project the anticipated new sales from the development, as well as the

anticipated redistribution of sales from existing non-TIF areas. The public hearing was held, four citizens spoke in favor of the Plan and one citizen asked questions. The TIF Commission voted unanimously to move the TIF Plan forward to Council for consideration.

Within the TIF District, the TIF Act provides for the allocation of 100% of the incremental increase in real property taxes generated by the district in the form of payments in lieu of taxes (PILOTS) and 50% of the incremental increase in economic activity taxes (EATS) generated by the district to help fund a portion of the Redevelopment Project costs. However, this TIF Plan provides for 25% of the PILOTS generated in the Redevelopment Area to be declared surplus and returned to the taxing jurisdictions each year. The TIF Plan proposes to run up to the maximum allowable time under the statute, which is 23 years from the date of activation. The Plan also provides for an additional source of revenue in the form of an additional one-cent sales tax imposed within the area, excluding the Menards store site. All of this tax will be used to help pay for the reimbursable costs shown in Exhibit 3. The Developer presents this TIF Plan as a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. As the TIF development itself generates revenue from the incremental increase in sales tax, franchise tax and property tax, the developer would be reimbursed from these proceeds. The projected total cost of the development is nearly $77.9 million, while the TIF assistance sought is over $17.5 million plus interest costs.

This ordinance approves Project 1 of the Boomtown Central Shopping TIF Plan and adopts tax increment financing for the specified project area. If this ordinance is approved on first reading, it will need to be tabled until a Redevelopment Agreement is approved and Project 1 is ready for activation.

FUNDING SOURCE

This item is not applicable for the approval of a Redevelopment Project in a proposed TIF Plan.

RECOMMENDATION

Staff makes no recommendation on this item.

COUNCIL BILL NO. 2019-520 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 1 of the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on October 21, 2019, the City of Joplin, Missouri (the "City") adopted the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 1 included therein by Ordinance No. 2019-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through two Redevelopment Projects designated as Redevelopment Projects 1 and 2 in Redevelopment Project Areas 1 and 2, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 1 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 1"). Redevelopment Project 1 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 1. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 1 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 1, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 1 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 1 shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 1, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 1 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

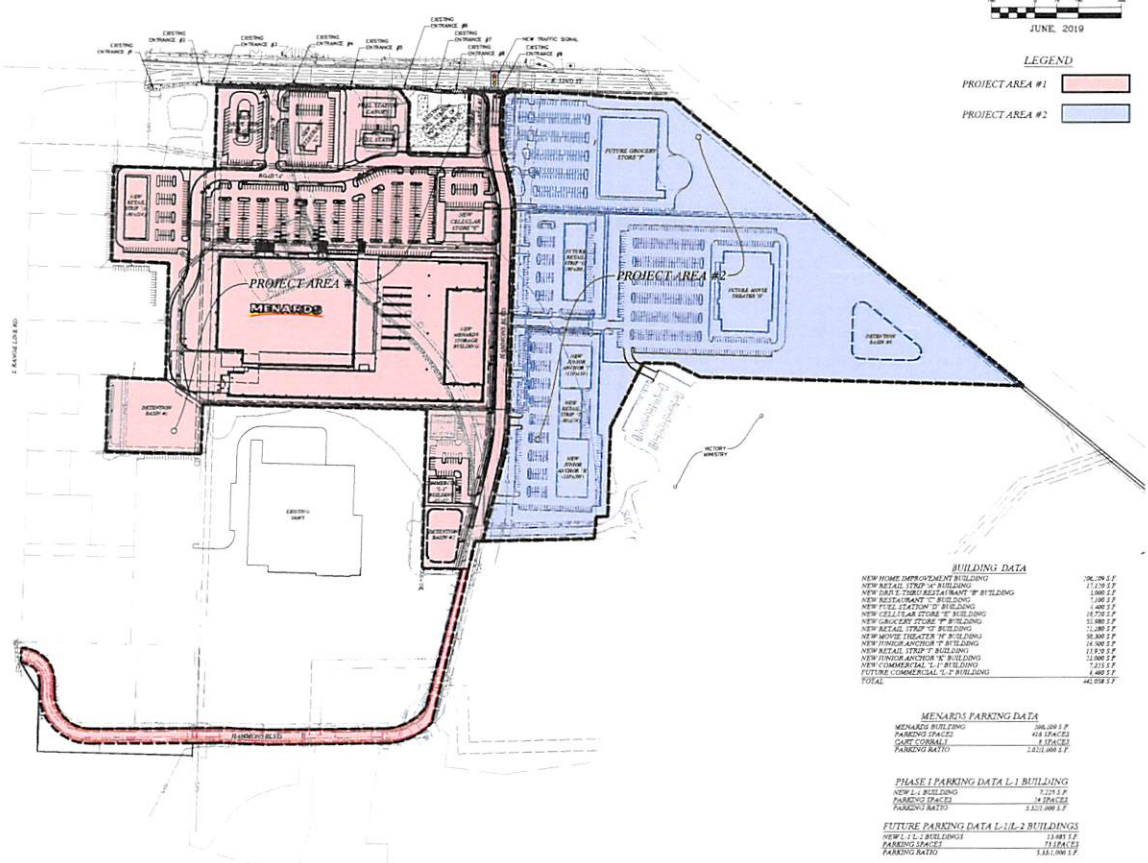
Exhibit A

Legal Description of Redevelopment Project Area 1

A TRACT OF LAND BEING PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M. CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF AND THE SOUTHWEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAIL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF N88°29’34”W 164.03 FEET; THENCE N85°37’49”W 200.25 FEET; THENCE N88°29’34”W 185.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 62.75 FEET, THE CHORD OF WHICH BEARS S46°34’03”W 56.51 FEET; THENCE S01°37’40”W 86.99 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 152.89 FEET, THE CHORD OF WHICH BEARS S07°41’29”E 152.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 171.93 FEET, THE CHORD OF WHICH BEARS S07°43’03”E 171.18 FEET; THENCE S01°34’33”W 700.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 120.91 FEET, THE CHORD OF WHICH BEARS S07°52’26”W 120.67 FEET; THENCE S14°10’18”W 288.50 FEET; THENCE S88°27’31”W 25.48 FEET; THENCE S13°12’21”W 97.68 FEET; THENCE N88°36’06”W 161.05 FEET; THENCE N01°23’54”E 545.00 FEET; THENCE N88°36’ 06”W 775.00 FEET; THENCE S01°23’ 54”W 170.88 FEET; THENCE N88°55’ 26”W 329.77 FEET; THENCE N01°16’16”E 257.60 FEET; THENCE S87°45’52”E 200.38 FEET; THENCE N01°20’59”E 401.94 FEET; THENCE N87°52’40”W 199.56 FEET; THENCE N01°17’42”E 324.72 FEET; THENCE S88°40’47”E 349.37 FEET; N01°20’14”E 289.70 FEET; THENCE S88°29’ 34”E 628.90 FEET; THENCE S37°58’57”E 62.27 FEET; THENCE S01°21’12”W 169.96 FEET; THENCE S88°29’34”E 206.00 FEET; THENCE N01°18’47”E 218.01 FEET; THENCE S88°29’34”E 157.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.89 ACRES MORE OR LESS.

OVERALL PRELIMINARY SITE PLAN 7.9



JUNE, 2019

LEGEND

PROJECT AREA #1

PROJECT AREA #2

BUILDING DATA

NEW HOME IMPROVEMENT BUILDING	206,109 S.F.
NEW RETAIL STRIP "A" BUILDING	17,170 S.F.
NEW DRIVE-THRU RESTAURANT "B" BUILDING	3,000 S.F.
NEW RESTAURANT "C" BUILDING	7,100 S.F.
NEW FUEL STATION "D" BUILDING	4,400 S.F.
NEW CELLULAR STORE "E" BUILDING	16,750 S.F.
NEW GROCERY STORE "F" BUILDING	53,980 S.F.
NEW RETAIL STRIP "G" BUILDING	11,280 S.F.
NEW MOVIE THEATER "H" BUILDING	50,300 S.F.
NEW JUNIOR ANCHOR "I" BUILDING	14,500 S.F.
NEW RETAIL STRIP "J" BUILDING	11,930 S.F.
NEW JUNIOR ANCHOR "K" BUILDING	51,000 S.F.
NEW COMMERCIAL "L-1" BUILDING	7,215 S.F.
FUTURE COMMERCIAL "L-2" BUILDING	6,400 S.F.
TOTAL	442,958 S.F.

MENARDS PARKING DATA

MENARDS BUILDING	206,109 S.F.
PARKING SPACES	418 SPACES
CART CORRALS	8 SPACES
PARKING RATIO	2.02/1,000 S.F.

PHASE 1 PARKING DATA L-1 BUILDING

NEW L-1 BUILDING	7,215 S.F.
PARKING SPACES	34 SPACES
PARKING RATIO	4.82/1,000 S.F.

FUTURE PARKING DATA L-1/L-2 BUILDINGS

NEW L-1/L-2 BUILDINGS	13,615 S.F.
PARKING SPACES	73 SPACES
PARKING RATIO	5.33/1,000 S.F.

OCHAAN

Olsen & Associates, Inc.
816.364-5500 (Tel)
816.364-5501 (Fax)

- Civil Engineering
- Land Development
- Architecture
- Surveying
- Water Resources
- Transportation
- Construction Management
- Geotechnical Engineering
- Natural Resources
- Landscape Architecture
- Planning

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SITE IMPROVEMENTS
MENARDS
JOPLIN, MISSOURI

OVERALL PRELIMINARY SITE PLAN 7.9

DRAWN BY	CHKD BY
SAB	
DATE	
JUNE 12, 2019	
SCALE	
1" = 150'	
JOB NO.	
18-7526	
SHEET NO.	
7.9	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-521 – Approving Redevelopment Project 2 of the Boomtown Central Shopping Tax Increment Financing (TIF) Plan

MEETING DATE
October 21, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-521 Ordinance; Map of Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning, Community Development and Neighborhood Improvement Director: Troy Bolander; Public Works Director: David Hertzberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves Redevelopment Project 2 of the Boomtown Central Shopping Tax Increment Financing (TIF) Plan.

BACKGROUND
Developer Denali Summit brought forward a proposed TIF Plan for approval of the proposed Boomtown Central Shopping TIF District to redevelop approximately 64.46 acres located south of 32nd Street and east of Range Line Road. The proposed redevelopment will occur in two separate Redevelopment Projects. The Plan proposes the construction of a new retail shopping center anchored by a 206,209 square foot Menards home improvement store along with a 50,300 square foot movie theater complex, 4,400 square foot fuel station, 55,980 square foot grocery store, and additional retail and commercial space of approximately 124,480 square feet. To date, Menards is the only retailer the Developer has confirmed will be located in the proposed development.

Under the requirements of the TIF Act, a 45-day notice was provided to the affected taxing jurisdictions and a public hearing was held before the TIF Commission on August 8, 2019. The City engaged Baker Tilly to perform a "But-For" Analysis. This is a study based on the proposed TIF Plan projections that shows the development would not be feasible, but for TIF assistance. At the TIF Commission meeting, there were 7 of 11 members in attendance. The City was represented by two of six members, the Joplin R-VIII School District by two members, Newton County by two members and the Joplin Special Road District representative. Staff recommended to the TIF Commission to continue the public hearing to September 26 in order for a market study to be completed that would analyze the reasonableness of the developer's projections; project the anticipated new sales from the development, as well as the

anticipated redistribution of sales from existing non-TIF areas. The public hearing was held, four citizens spoke in favor of the Plan and one citizen asked questions. The TIF Commission voted unanimously to move the TIF Plan forward to Council for consideration.

Within the TIF District, the TIF Act provides for the allocation of 100% of the incremental increase in real property taxes generated by the district in the form of payments in lieu of taxes (PILOTS) and 50% of the incremental increase in economic activity taxes (EATS) generated by the district to help fund a portion of the Redevelopment Project costs. However, this TIF Plan provides for 25% of the PILOTS generated in the Redevelopment Area to be declared surplus and returned to the taxing jurisdictions each year. The TIF Plan proposes to run up to the maximum allowable time under the statute, which is 23 years from the date of activation. The Plan also provides for an additional source of revenue in the form of an additional one-cent sales tax imposed within the area, excluding the Menards store site. All of this tax will be used to help pay for the reimbursable costs shown in Exhibit 3. The Developer presents this TIF Plan as a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. As the TIF development itself generates revenue from the incremental increase in sales tax, franchise tax and property tax, the developer would be reimbursed from these proceeds. The projected total cost of the development is nearly $77.9 million, while the TIF assistance sought is over $17.5 million plus interest costs.

This ordinance approves Project 2 of the Boomtown Central Shopping TIF Plan and adopts tax increment financing for the specified project area. If this ordinance is approved on first reading, it will need to be tabled until a Redevelopment Agreement is approved and Project 2 is ready for activation.

FUNDING SOURCE

This item is not applicable for the approval of a Redevelopment Project in a proposed TIF Plan.

RECOMMENDATION

Staff makes no recommendation on this item.

COUNCIL BILL NO. 2019-521 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 2 of the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on October 21, 2019, the City of Joplin, Missouri (the "City") adopted the Boomtown Central Shopping Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 2 included therein by Ordinance No. 2019-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through two Redevelopment Projects designated as Redevelopment Projects 1 and 2 in Redevelopment Project Areas 1 and 2, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 2 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 2"). Redevelopment Project 2 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 2. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 2 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 2, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 2 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 2 shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 2, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 2 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

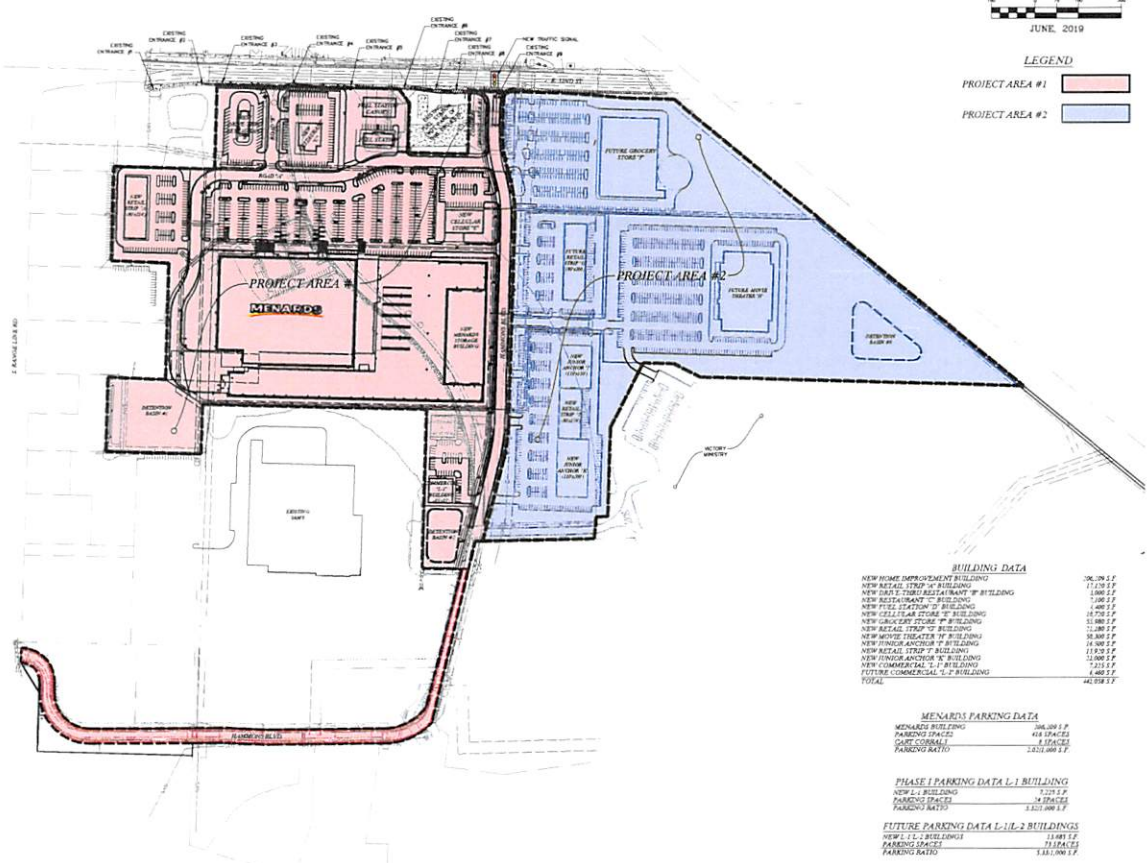
Exhibit A

Legal Description of Redevelopment Project Area 2

A TRACT OF LAND BEING PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M. CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF AND THE SOUTHWEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAIL ROAD; THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE S50°51’36”E 1562.74 FEET; THENCE DEPARTING SAID SOUTHWEST RIGHT OF WAY LINE N88°25’48”W 1117.64 FEET; THENCE N63°13’15”W 103.00 FEET; THENCE N88°25’48”W 106.34 FEET; THENCE S26°46’58”W 248.59 FEET; THENCE S01°34’12”W 305.87 FEET; THENCE S88°27’31”W 39.61 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1205.54 FEET, AN ARC LENGTH OF 75.52 FEET, THE CHORD OF WHICH BEARS S05°05’58”W 75.51 FEET; THENCE S88°27’31”W 385.79 FEET; THENCE N14°10’18”E 288.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 120.91 FEET, THE CHORD OF WHICH BEARS N07°52’26”E 120.67 FEET; THENCE N01°34’33”E 700.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 171.93 FEET, THE CHORD OF WHICH BEARS N07°43’03”W 171.18 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 152.89 FEET; THE CHORD OF WHICH BEARS N07°41’29”W 152.22 FEET; THENCE N01°37’40”E 86.99 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 62.75 FEET, THE CHORD OF WHICH BEARS N46°34’03”E 56.51 FEET; THENCE S88°29’34”E 185.62 FEET; THENCE S85°37’49”E 200.25 FEET; THENCE S88°29’34”E 164.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.57 ACRES MORE OR LESS.

OVERALL PRELIMINARY SITE PLAN 7.9



JUNE, 2019

LEGEND

PROJECT AREA #1

PROJECT AREA #2

BUILDING DATA

NEW HOME IMPROVEMENT BUILDING	206,109 S.F.
NEW RETAIL STRIP "A" BUILDING	17,170 S.F.
NEW DRIVE-THRU RESTAURANT "B" BUILDING	3,000 S.F.
NEW RESTAURANT "C" BUILDING	7,100 S.F.
NEW FUEL STATION "D" BUILDING	4,400 S.F.
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NEW GROCERY STORE "F" BUILDING	53,980 S.F.
NEW RETAIL STRIP "G" BUILDING	11,280 S.F.
NEW MOVIE THEATER "H" BUILDING	50,300 S.F.
NEW JUNIOR ANCHOR "I" BUILDING	14,500 S.F.
NEW RETAIL STRIP "J" BUILDING	11,930 S.F.
NEW JUNIOR ANCHOR "K" BUILDING	51,000 S.F.
NEW COMMERCIAL "L-1" BUILDING	7,215 S.F.
FUTURE COMMERCIAL "L-2" BUILDING	6,400 S.F.
TOTAL	442,958 S.F.

MENARDS PARKING DATA

MENARDS BUILDING	206,109 S.F.
PARKING SPACES	418 SPACES
CART CORRALS	8 SPACES
PARKING RATIO	2.02/1,000 S.F.

PHASE 1 PARKING DATA L-1 BUILDING

NEW L-1 BUILDING	7,215 S.F.
PARKING SPACES	34 SPACES
PARKING RATIO	4.82/1,000 S.F.

FUTURE PARKING DATA L-1/L-2 BUILDINGS

NEW L-1/L-2 BUILDINGS	13,615 S.F.
PARKING SPACES	73 SPACES
PARKING RATIO	5.33/1,000 S.F.

OCHAAN

Olsen & Associates, Inc.
816.364-5500 (Tel)
816.364-5501 (Fax)

- Civil Engineering
- Land Development
- Architecture
- Surveying
- Water Resources
- Transportation
- Construction Management
- Geotechnical Engineering
- Natural Resources
- Landscape Architecture
- Planning

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SITE IMPROVEMENTS
MENARDS
JOPLIN, MISSOURI

OVERALL PRELIMINARY SITE PLAN 7.9

DRAWN BY	CHKD BY
SAB	
DATE	
JUNE 12, 2019	
SCALE	
1" = 150'	
JOB NO.	
18-7526	
SHEET NO.	
7.9	