CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-004: authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin.

MEETING DATE
June 7, 2021

ORIGINATING DEPT
City Attorney

ATTACHMENTS
CB2021-004 Ordinance; Exhibit A: Memorandum of Understanding and Agreement; Exhibit B: Memorandum of Understanding and Agreement; map

REVIEWED BY
City Attorney: Peter Edwards; PW/David Hertzberg; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Joplin Schools for the purpose of providing parking space for Memorial Hall.

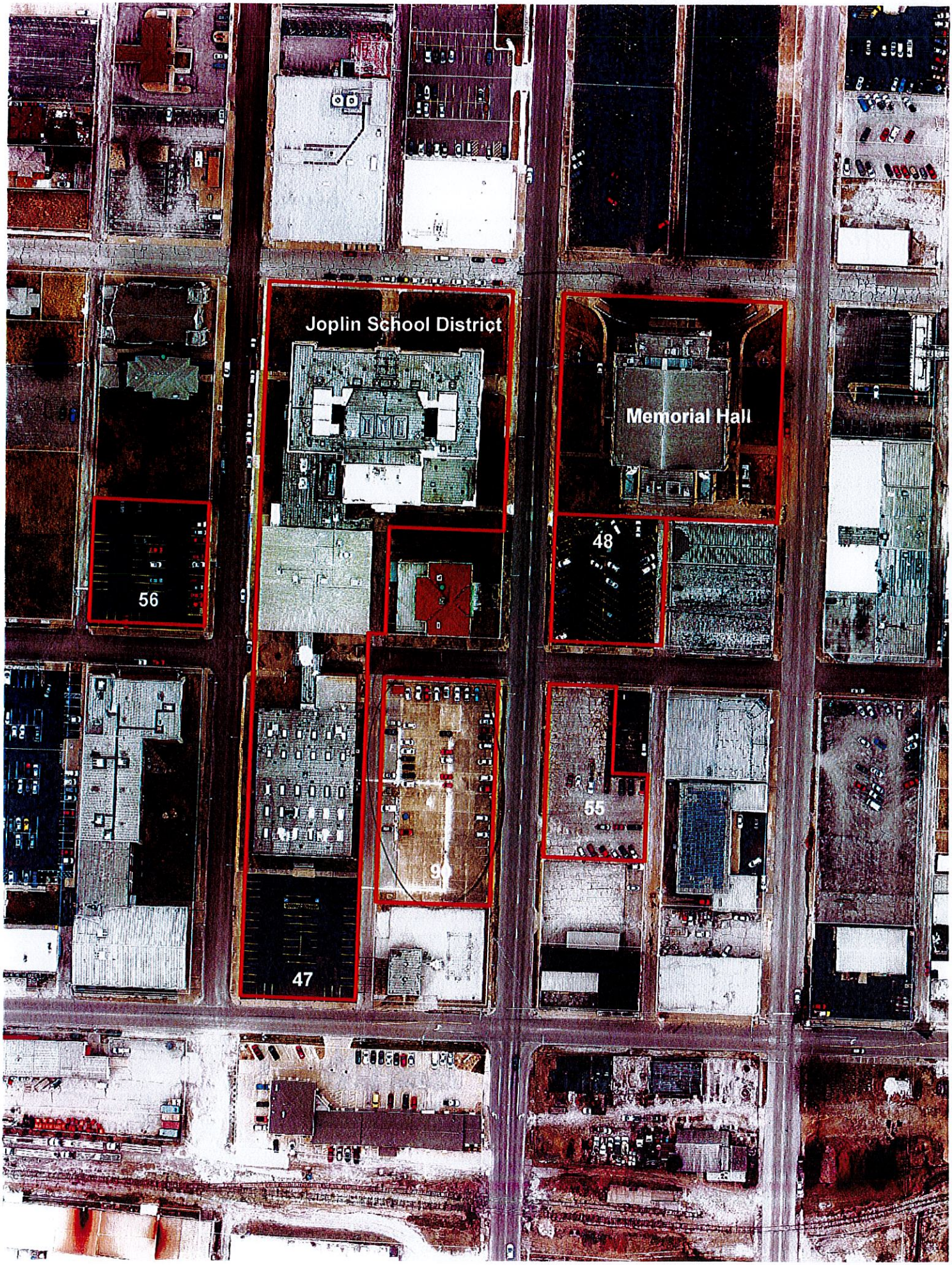
BACKGROUND
Exhibit A concerns the District's parking lots at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. (labeled 48 and 55 on the map). The MOU provides that District will transfer these parking spaces to City for free.

Exhibit B concerns the District's parking lots at the southwest corner of the intersection of W. 9th St. and S. Wall Ave. and the northeast corner of the intersection of W. 10th St. and S. Pearl Ave. (labeled 90 and 47 on the map). The MOU provides that the District will allow City to use these parking spaces for free for events at Memorial Hall when the parking lots referenced in Exhibit A are insufficient.

Both MOUs are contingent on the City obtaining financing for Memorial Hall through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.


Joplin School District
Memorial Hall
56
48
55
47

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the City of Joplin, Missouri, a Municipal Corporation ("City"), and Joplin Schools, a political subdivision and public school district of the State of Missouri ("District"), with City and District being referred to collectively as "the parties".

WITNESSETH:

WHEREAS, City owns certain real estate at the address commonly known as 212 W. 8th St., Joplin, MO 64801 and commonly referred to as Memorial Hall; and

WHEREAS, City desires additional parking space for Memorial Hall; and

WHEREAS, District owns certain real estate currently used for parking space located at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. ("the Properties"); and

WHEREAS, District desires to transfer the Properties to City for use as additional parking space for Memorial Hall, subject to the conditions contained in this Agreement; and

WHEREAS, City desires to receive the Properties for use as additional parking space for Memorial Hall, subject to the conditions contained in this Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. The Properties. District agrees to transfer the Properties to City for free, upon completion of the conditions precedent set out in this Agreement, specifically paragraph 3. City acknowledges and agrees that District makes no representations or warranties regarding the Property or its title, including whether it is suitable for use as additional parking space for Memorial Hall or any other purpose. City agrees to hold District harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses arising from or related to City's negligent performance or will misconduct in performance of this Agreement, including the Properties. City is aware that there are certain deed restrictions on the Properties. The District's real estate located at the northeast corner of the intersection of W. 9th St. and S. Wall Ave. is legally described as follows:

ALL OF THAT PART OF THE VACATED ALLEY OF LOTS NUMBERED ONE HUNDRED SIX (106), ONE HUNDRED SEVEN (107), AND ONE HUNDRED EIGHT (108) ABUTTING SAID LOTS ON THE EAST IN BYER'S AND MURPHY'S ADDITION TO MURPHYSBURG, NOW A PART OF THE

Exhibit "A"

CITY OF JOPLIN.

Containing 0.45 acres, more or less.

The District's real estate located at the southeast corner of the intersection of W. 9th Street and S. Wall Avenue is legally described as follows:

> ALL OF THE WEST SIXTY-EIGHT (68) FEET OF LOT ONE HUNDRED NINE (109) AND ONE HUNDRED TEN (110) AND ALL OF LOTS ONE HUNDRED ELEVEN (111) AND ONE HUNDRED TWELVE (112) IN BYER'S AND MURPHY'S ADDITION TO MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Containing 0.43 acres, more or less.

The City agrees to bear the expenses for any Deeds, filing fees, administrative costs, title search fees, etc. associated with the transfer of the above referenced properties.

2. Right of Entry. District grants to City a limited right of entry for the purpose of inspecting the properties. City agrees to restore the Properties to the same or substantially similar condition that they were in prior to any such work.

3. Funding. District's transfer of the Property to City is conditioned on City obtaining financing through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter. If City fails to obtain said financing within said time, this Agreement shall automatically terminate.

4. Street Improvements. City agrees that it will bear the cost of any public improvements to W. 9th St. and S. Wall Ave. that are necessary as a result of City's development of the Properties. Such improvements may include but are not limited to additional turn lanes.

5. Effective Date. This Agreement shall be effective upon the approval of City's City Council and District's School Board. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the School Board.

6. Modification and Waiver. Modification and waiver of any provision of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

[The remainder of this page is intentionally left blank.]

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

For CITY OF JOPLIN:

By: _____ Date: _____
Nick Edwards, City Manager

Attested by: _____ Date: _____
Barbara J. Gollhofer, City Clerk

Approved as to form: _____ Date: _____
Peter Edwards, City Attorney

For JOPLIN SCHOOLS:

By: _____ Date: _____
Dr. Melinda Moss, Superintendent

By: Jeff Koch Date: 5/25/2021
~~Sharrock Dermott~~Jeff Koch, Board of Education President

Attested by: Pat L Waldo Date: 5/25/2021
Pat Waldo, Board of Education Secretary

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WITNESSETH:

WHEREAS, City owns certain real estate at the address commonly known as 212 W. 8th St., Joplin, MO 64801 and commonly referred to as Memorial Hall; and

WHEREAS, City desires additional parking space for Memorial Hall; and

WHEREAS, District owns certain real estate currently used for parking space located at the southwest corner of the intersection of W. 9th St. and S. Wall Ave. ("Lot 90") and the northeast corner of the intersection of W. 10th St. and S. Pearl Ave. ("Lot 47"), with Lot 47 and Lot 90 being referred to collective as "the Properties"; and

WHEREAS, District desires to allow the City to use the Properties as additional parking for Memorial Hall, subject to the conditions contained in this Agreement; and

WHEREAS, City desires to use the Properties as additional parking for Memorial Hall, subject to the conditions contained in this Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Term: This Agreement is condition on City obtaining financing through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter. If City obtains said financing, this Agreement shall be for a term of five (5) years from the date said financing is obtained and automatically renew for subsequent terms of five (5) years thereafter. If City fails to obtain said financing within said time, this Agreement shall automatically terminate.

2. Obligations of District. District agrees to allow City use of the Properties for free as additional parking space for Memorial Hall for special events held at Memorial Hall as follows:

a. "Special event" means any event held at Memorial Hall for which City reasonably determines that the parking spaces located at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. are insufficient for parking.

Exhibit "B"

b. For special events held at Memorial Hall, City shall have unlimited reasonable use of Lot 47.

c. For special events held at Memorial Hall, City shall have use of that portion of Lot 90 designated by District as "visitor parking" between 7:00 am and 5:00 pm Monday thru Friday.

d. For special events held at Memorial Hall, City shall have unlimited reasonable use of Lot 90 between 5:00 pm and 7:00 am Monday thru Friday and all-day Saturday and Sunday.

3. Obligations of City. City agrees to only use the Properties as parking for special events held at Memorial Hall. City further agrees to hold District harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses arising from or related to City's negligent performance or willful misconduct in performance of this Agreement, including the Properties. City shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of District against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, 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).

4. Effective Date. This Agreement shall be effective upon the approval of City's City Council and District's School Board. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the School Board.

5. Modification and Waiver. Modification and waiver of any provision of any provisions of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

[The remainder of this page is intentionally left blank.]

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

For CITY OF JOPLIN:

By: _____ Date: _____
Nick Edwards, City Manager

Attested by: _____ Date: _____
Barbara J. Gollhofer, City Clerk

Approved as to form: _____ Date: _____
Peter Edwards, City Attorney

For JOPLIN SCHOOLS:

By: _____ Date: _____
Dr. Melinda Moss, Superintendent

By: Jeff Koch Date: 5-25-2021
~~Sharrock Dermott~~Jeff Koch, Board of Education President

Attested by: Pat Waldo Date: 5-25-2021
Pat Waldo, Board of Education Secretary

COUNCIL BILL NO. 2021-004 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin.

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

Section 1. That the agreements with Joplin Schools for the purpose of providing parking space for Memorial Hall, true and accurate copies of said agreements being attached hereto and incorporated as "Exhibit A" and "Exhibit B," be and the same are hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney