INFORMAL AGENDA

January 21, 2014

5:15 p.m.

1. TIF Northpark Crossing Project Update by Jeff Ungerer
2. Appointments/reappointments to Boards and Commissions
3. Any other business

C O U N C I L A G E N D A

January 21, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1. Minutes of the January 7, 2014 City Council Meeting

9. Resolutions
1. RESOLUTION NO.2014-003-A RESOLUTION recognizing Pastor Tim Sumners for his many years of dedicated service and outstanding contributions as chaplain for the City of Joplin Police and Fire Departments.

10. Ordinances – Emergency
1. COUNCIL BILL NO. 2014-003-AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 02 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

2. COUNCIL BILL NO. 2014-004 - AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 03 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

3. COUNCIL BILL NO. 2014-005 - AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 04 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

4. COUNCIL BILL NO. 2014-006-AN ORDINANCE approving a Lease Agreement by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the lease of the land and improvements of the Joe Becker Stadium to accommodate the location of a minor league baseball team; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

5. COUNCIL BILL NO.2014-100 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 2005 S. Empire in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Nine and 00/100 Dollar ($3,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

6. COUNCIL BILL NO.2014–101 - AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 317 E. 9TH ST. in the City of Joplin, Missouri, for the amount of Five Thousand Three Hundred and 00/100 Dollar $5,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

7. COUNCIL BILL NO. 2014–102-AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 312 N. McCoy in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Ninety Nine and 00/100 Dollar ($2,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

8. COUNCIL BILL NO.2014–103- AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 3230 S. Jackson in the City of Joplin, Missouri, for the amount of One Thousand Four Hundred Ninety Nine and 00/100 Dollar ($1,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

9. COUNCIL BILL NO. 2014-401 - AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00 /100 Dollars ($398,726.00) for Murphy Boulevard Trail 4th Street to 20th Street project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

10. COUNCIL BILL NO.2014-500 – AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012 and March 18, 2013, to provide for the purchase of disability insurance; and containing an emergency clause.

11. COUNCIL BILL NO.2014-602 - AN ORDINANCE accepting the Southwest Missouri Cyber Crimes Task Force grant; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013 and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1.Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2013. 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.

Notice posted at 4:30p.m. on this the 16 day of January, 2014. (RSMo 610.020)

INFORMAL NOTES

January 7, 2014

2012 Audit Presentation	David Cochran reported the annual presentation for the 2012 FY. Leslie Haase, Finance Director assisted with the audit presentation for the JSA. Leslie stated the 2013 audit presentation would be forthcoming.
Property transaction and MOU approval	Tony Robyn, Disaster Recovery Coordinator for the city, reported to Council the city has been afforded an opportunity to acquire 8 acres of land next to Campbell Parkway to add to the parks system. The city will pay for the deed. The MO Prairie Foundation will have up to 5 years to remediate the property prior to turning it over to the city.
New Court Judges	City Attorney Brian Head welcomed the new Municipal Judge Chuck Brown and Chuck introduced Associate Judge John J. Podleski.

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES January 7 2014

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

ROLL CALL – all were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Mr. Scearce

PRESENTATIONS - Final Report of the 2013 Charter Review Commission by Vice Chairman Chuck Brown- Mr. Chuck Brown, Vice Chairman of the Charter Review Commission gave a report of the Charter Review Commission to the Council.

Mayor Colbert-Kean Presentations?

Ms. Hogelin We have a report from the 2013 Charter Review Commission by Vice-Chairman Chuck Brown.

Chuck Brown Good evening. Chuck Brown, 613 South Byers, Joplin. Madam Mayor and members of the City Council, I rise tonight to provide the final report for the Charter Review Commission appointed by the Council. I served as Vice-Chairman, and honored to serve as Vice-Chairman of that commission. Chairman Ron Richard is up at Jefferson City conducting legislative business, so he could not be here tonight. But in any event, we were honored—all of us were honored at your suggested election as members of the Charter Review Commission. We were tasked by the City Council with looking at nine specific questions concerning the City Charter. We met organizationally to talk about how to proceed and then decided to have three separate public hearings. One public hearing was held to discuss the position of the Mayor and its election and powers. Another public hearing was held to determine and to hear testimony Council elections and matters resolving the Council. And then a final public hearing was had to deal with matters concerning the Charter's input upon City staff. As a result of those three public hearings, and then comments received in addition to that—and then finally we had another meeting—a public hearing were we discussed the issues amongst ourselves. We come to you tonight and present the final report of the commission. After considering the changes as asked for by the Council, we recommended that you look at three modifications to the Home Rule Charter.

The first recommendation that we made was that the Council should consider reducing the residency requirement from four years to two years with the requirement that one elected to the Council be a registered voter for two years. The second change that we looked at was increasing Council compensation to $100.00 per month. The final change that we recommended was removing the requirement that the Director of Public Works be a registered engineer.

Those were the three matters that we suggested that you look at submitting to the voters for change. Again, on behalf of the commission, we were honored to serve. Each one of us felt that it was of the most enjoyable and rewarding experiences that we've been through. And in a final comment, I would say that we came—the Charter Commission came into this role aware that the Charter was adopted by the voters of the City of Joplin in 1954 as a living document. It provides a roadmap for the governance of our city. We came into our role being aware of this, and being aware that it has served our city well in those many years.

We considered the changes, but when we looked at the changes, we were governed by the principle to do only changes if we were firmly convinced that those changes would be in the betterance of better government for the city. And given the changes that we've looked at, and the issues that we've looked at, we submit these three matters to you. So I would be more than happy to answer any questions about our process. And, again, we were extremely pleased to be able to do so.

Mayor Colbert-Kean Any questions for Mr. Brown? Mr. Glaze?

Mr. Glaze Thank you for your work.

Mr. Brown Thank you, Councilman. I would say that we felt it an honor to be asked, and if there is some feeling that the Charter should not be examined, that we should not look at how the government functions, that is foolishness. We should always look at it. We should always look to see if there is something that can be done to improve the way the City functions, but with that being in mind, we must also be aware that given the role of the Charter and how the City functions, unless we were convinced that a change as suggested would clearly improve the governance of the City, we felt that it was not appropriate to tinker with something. So our feeling was generally that given the review that the Charter goes under every 10 years, that that's also something that could be looked at again. There's nothing wrong with looking at an issue again in a period of time, but the changes that we suggested we felt were appropriate changes to be made.

Mayor Colbert-Kean Mr. Woolston?

Mr. Woolston I just wanted to say, Chuck, I'm very appreciative of the time and effort that the committee made. I attended the bulk of most of those meetings, and I can tell from the very first meeting the questions that the committee was asking. They had taken their task very seriously and were genuinely interested in doing a good job. I think probably the public generally—people don't follow that thing as closely as all of us do. They probably don't maybe understand the significance of those changes and how they might impact our city in the future, depending upon whether those changes are made or not. But, again, I'm very appreciative of the effort. I hope you'll convey that to the committee. And I think probably on behalf of the entire Council, we're appreciative of the effort, because it's an important step for our city, and we appreciate the fact that you didn't take it lightly.

Mr. Brown Well, the Charter Commission was made up of a cross-section of members of the community, all of which had a great love for the community and have lived here for many years. But, that being said, I think we were all aware that if there was a situation that presented itself that would lead to change, change is not a bad thing if that's something that can be proven to better the government. But, again, that's the way that we looked at it, so thank you for your comments.

Mr. Woolston Thank you.

Mayor Colbert-Kean Mr. Scearce?

Mr. Scearce Talk to me about the Public Works Director not being an engineer. What was that discussion—and I didn't attend the meeting. How did that evolve?

Mr. Brown Well, that was one of our—the final question that we looked at, and as I recall the vote, it was not unanimous on that issue. There was some dissention among even the Charter members as to whether or not we should remove the requirement. And what we're talking about is simply removing the requirement in the Charter that the Director of Public Works be a registered engineer. That doesn't mean to say that he or she can't be, but—and I don't know that I would feel comfortable speaking for the majority, but I think the feeling was, given the nature of the position—the broad duties—the broad supervisory authority that this individual has, that requiring that it be a registered engineer might somehow restrict the quality and the _____ of offices to govern the largest department in the City.

Mayor Colbert-Kean Any questions? Mr. Shaw?

Mr. Shaw — Chuck, I too would like to thank you and all that served _____ and I think that you all did an admirable job. And, I guess, just for my own piece of mind, and maybe there's more information in this book that I've had a chance to look at it yet, but when we consider the residency change from four years to two years, I guess one of the things that's in the back of my mind is that, you know, the decisions that the people that are on this Council make affect the people of this whole city for a long time. Like you say, the last one was in 1954, and we made a few changes a few years ago, but my concern was that the two years' residency might not be enough time for people to get a feel of the community. Did any of that come out?

Mr. Brown — Absolutely, Councilman Shaw. We talked about that issue, but I think that the overriding concern was that might be an issue for the voters to decide, not for—not someone who has an interest. And I think we had testimony from folks who had interest in serving and being able to run for election who were disqualified but for the fact that they had not lived here for two additional years. So I don't know if two years or four years is a magic number. It appeared to us that the recommendation was that we reduce it to the two years, and that seemed to be more inclusive to allow more folks to participate in this process.

Mr. Shaw — I appreciate it. Thank you. I think it's a good idea to always to let the people decide, and I appreciate that.

Mr. Brown — Thank you.

Mr. Shaw — Thank you, Mayor.

Mayor Colbert-Kean — Mr. Woolston?

Mr. Woolston — I apologize for not covering this earlier, Chuck. One of the items that was requested for the committee to review was brought forward by the City Attorney, and that was relative to the Police Chief and some recent legislation as to whether the Police Chief works for the City Manager or works for the City Council. I know Senator Richard indicated that he thought that might be resolved in Jeff City, but could you, for the benefit of the public—could you just touch on that a little bit so folks, including me, understand that a little bit more thoroughly?

Mr. Brown — I'll try, Mr. Woolston, but it's a pretty complicated issue. What you've got is a law that was passed in Jefferson City which says basically that an order to remove a police chief, that police chief is entitled to certain due process rights before a council. And the way your Charter is set up, that's not the way that the Police Chief functions. Your Police Chief functions underneath the City Manager, who is the general supervisory authority within the City staff. That being said, there is a certain amount

of process that's afforded to a police chief when an adverse employment action is taken, but what we were faced with was this rather unusual law passed by Jefferson City designed maybe for a city that's more of a classification city that doesn't have a charter form of government like we have. It was one of those very technical legal questions that we thought, instead of dealing with it at the Charter standpoint through a Charter amendment, we would let the body settle because of some discussion in Jefferson City that there's going to be a move to try to interpret or modify or clarify that legislation. So instead of trying to create a whole level of process for a police chief within your Charter and dealing with that issue, we in essence said, let's wait and see what the legislature does to see if it has to occur, and if it does, then we'll come back and look—you all can come back and look at it again, I suppose.

Mr. Woolston Do you happen to know if Senator Richard indicated that that might be something they might address during this session, or would that be maybe a couple of years down the road?

Mr. Brown I think he said that they were going to try to address it this session.

Mr. Woolston Thank you.

Mr. Head Mr. Woolston, if I might—I've been working with Senator Richard's staff on some language to address this particular issue, so they do intend to file something on that this year.

Mayor Colbert-Kean Mr. Golden?

Mr. Golden Would the state law supersede our Charter?

Mr. Brown I would defer to the City Attorney on these issues.

Mayor Colbert-Kean Good answer.

Mr. Golden That's alright.

Mayor Colbert-Kean Mr. Seibert?

Mr. Seibert Thank you, Mayor. Chuck, I would also like to extend my compliments to the committee for their speed in going through their challenge. One of the other things that have not been discussed yet that was moved forward was the proposal to increase the salary of Council members from basically $5.00 per meeting to $100.00 per month. It's my personal feeling that this is more of a volunteer—a giving of our time back to our city and not something where we would be needed to be compensated like this. And I was just curious, because so much of our expenses, if we do incur them, are covered if we need to have our—if we do incur expenses. So I was just curious what the discussion was

amongst the committee to move this amount from $5.00 a meeting to $100.00 a month.

Mr. Brown

Well, as I recall, the $5.00 per meeting was within the original Charter in 1954. And that would be one consideration. There was some discussion exactly of your point, whether or not City Council people should be paid at all because of the thought of their volunteering their time for the betterment of their community. There was also some testimony from folks that said basic—and for members of the Charter Commission, that while $100.00 per month doesn't come close to compensating a Council person for all the time that they do, it's certainly better than $10.00 per month, as was the procedure before, yet it doesn't rise to the amount of compensation that would shock the conscience that a City Council member receives for filling his or her duty.

Once again, just like the four versus two-year situation, it was sort of an attempt to recognize a change in times. It's not 1954, and so $5.00 won't buy you today what it would in 1954, and to recognize some of the contributions that you all make, and to compensate you just a little bit so that for those of you who necessarily can't afford it, it's not a—you're not actually paying—you're not incurring additional expenses to serve on the Council. And, again, there was a debate on this issue whether in some cities, as you are probably aware, city council people are paid substantially more than that--I mean, substantially more than that. And in many other cities, it's an uncompensated voluntary position. So given the duties that you all have, the time drain upon your duties, again, $100.00 is not a lot, but it's different than $5.00, and we felt that that was an appropriate figure to recognize some of the time you spend, and yet not so that it becomes such an issue for an election, so to speak—such an issue about how much you're getting paid—getting paid for volunteering your time, because it doesn't come close to even meeting that.

Again, I'm not sure that that answers your question, but it's just—it's a feeling that we felt maybe that it's time to modernize the compensation to recognize that it's not 1954 anymore in that issue.

Mr. Seibert

Thank you, Chuck. And, again, thank the committee on behalf of the Council for their work. Thank you, Mayor.

Mayor Colbert-Kean

Dr. Rosenberg?

Dr. Rosenberg

Chuck, I, too, echo my fellow Councilmen's thoughts that you did a very, very yeoman's work that you spent a great deal of time—a great deal of intelligent thought went into this. I would say whether, as an individual Councilman, I would totally agree or not agree is totally

immaterial. I think that we should take your recommendations and place them on the April ballot, and then each one of us can vote as an individual as to which of these Charter amendments we would like to have or not have. Is it appropriate to make a motion at this time—the City Attorney?

Mr. Head — It's certainly not out of order.

Dr. Rosenberg — Well, I would then offer a motion that not only do we thank the Charter Commission, but that we put their recommendations on the April ballot of 2014.

Mr. Scearce — Second.

Mayor Colbert-Kean — The motion was made by Dr. Rosenberg and seconded by Mr. Scearce to forward all the recommendations to the April ballot. Discussion and questions? Mr. Woolston?

Mr. Woolston — Excuse me. I'm opposed to one of those issues. Would it be appropriate for us to vote on them individually, or how do I express my desire to vote against one of them?

Mayor Colbert-Kean — It would be appropriate to do them individually. It also would be to take your books home and look through them since we just got them tonight and see if there is anything that furthers the discussion, or you might have questions on, in my opinion. Dr. Rosenberg?

Dr. Rosenberg — We've had advance knowledge. I think our cub Globe reporter had reported this in the paper extensively, and I think we all understand what three recommendations they are. I don't see what the questions would be. You have a motion, and you have a second, so it would be out of order to change that at this point. I would further say that why do you have a committee if you don't listen to their recommendations?

Mayor Colbert-Kean — You're absolutely correct.

Dr. Rosenberg — Why did you appoint the committee?

Mayor Colbert-Kean — No, you're correct, but I'm just saying we just got this today in the meeting.

Dr. Rosenberg — Do you not read the Globe?

Mayor Colbert-Kean — No, I don't. Actually, I don't get the paper.

Dr. Rosenberg — Oh, sorry, I was going to offer another Charter amendment that the Council get Globe subscriptions.

Mayor Colbert-Kean If you would like to pay for that, I'm sure everybody would be happy to get one.

Dr. Rosenberg And take that instead of $100.00.

Mr. Glaze A question?

Mayor Colbert-Kean Mr. Glaze?

Mr. Glaze What is the last date for ballot language?

Ms. Hogelin The 28th.

Mr. Glaze So we will have another meeting between now and then?

Mayor Colbert-Kean Right. Any more discussion or questions? Mr. Woolston?

Mr. Woolston I guess the issue that I'm opposed to is the Council pay. I think this is primarily a voluntary position. Anybody that, in my opinion, that's concerned about what the pay is—I question whether—how serious they may be as a volunteer, but—and I'm willing to let the public decide that, but I guess my question at this point is more procedural. If that were to pass by a vote of the public, how would that be instituted? In other words, would people that are voting on it now instantly begin to get that raise, or would they all have to go through re-election for their particular seat before that raise would take effect?

Mr. Head I believe it would have to—you would have to wait until anyone who is—let me back up—there is a constitutional provision that deals with this issue, so I believe the way it would have to work is that anyone who was on the Council serving a term during which this was passed would have to wait until their term expired in order to receive this payment. Now, I think it—because you're doing it at the same date as a Council election, it throws a little bit of a wrinkle into that, and I don't know that I know the answer precisely right at this point. There will definitely be some people who would not be able to receive it. I would suggest that we either put a two-year date on it, or we put a four-year date on it in the future, that it doesn't kick in until the currently serving Council members are no longer on the Council. I know that may be over broad, but it would certainly take care of the question.

Mayor Colbert-Kean Mr. Golden?

Mr. Golden You kind of lost me on that. You're saying until all the sitting Council people have been removed and replaced, correct?

Mr. Head Anyone—

Mr. Golden That could go on for years.

Mr. Head — I know for certain that anyone sitting on the Council today who voted to put this on the ballot would not, during their current term, be eligible to receive payment. The question, though—the bigger question, though, is whether someone elected at the same election would be able to immediately begin receiving that, and that's the piece that I don't know the question to—I don't know the answer to.

Mayor Colbert-Kean — Dr. Rosenberg?

_____ — Let's go down—

Mr. Glaze — One more—this Councilman has the opportunity to donate that pay to a non-for-profit if they like.

Mayor Colbert-Kean — Okay. Dr. Rosenberg?

Dr. Rosenberg — You know, I don't accept the $5.00 now. I wouldn't accept $100.00 either. I feel like Mr. Woolston does, but I feel like the committee spent enough time and effort on it that it should be decided at the ballot box, not at the Council table. It's up to the City Attorney to depend on when those were entitled to the—if it's voted on. It may not even be voted on. I mean, it may not be passed.

Mr. Glaze — Right.

Dr. Rosenberg — But I think it's up to the City Attorney to determine who gets what and when. All I'm saying is, I think that those recommendations should be put on the April ballot.

Mayor Colbert-Kean — Any other discussion? Mr. Woolston?

Mr. Woolston — Again, a procedural question—I would assume that if it does go to the ballot, they would be—those questions would be separately, that they would not be one question with all three items contained therein.

Mr. Head — They would be separate questions on the ballot. They would have to be, because they don't have the same subject. I think the constitutional subject to rule would require us to put each one on individually.

Mayor Colbert-Kean — Any other discussion? Okay, the motion was made by Dr. Rosenberg and seconded by Mr. Scearce to advance the three recommendations by the Charter Review Commission, those being to reduce the residency requirement from four years to two years, and to increase the salary of the Council to $100.00 per month, and the third one is to remove the requirement of the Public Works Director being a registered engineer. That is the motion, and please vote. And that motion passes eight in favor, one against.

(Mr. Seibert, Mr. Glaze, Mr. Golden, Mr. Woolston, Mr. Shaw, Ms. Raney, Dr. Rosenberg, and Mr. Scearce voted "aye"; with Mayor Colbert-Kean voting "nay")

Mr. Head We will prepare the appropriate legislation for the ballot.

Motion by Dr. Rosenberg, Second by Mr. Scearce to Place the recommendations of the Charter Review Commission on the April 8, 2014 Ballot as separate questions, to 1) reduce the residency requirement from four (4) years to (2) years and that they have been a registered voter for two years prior to running for office; 2) to increase the salary of the Council to $100.00 per month; and 3) to remove the requirement of the Public Works Director being a Registered Engineer. Voting in favor were Council Members: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 1, Colbert-Kean.

Motion by Mr. Seibert, Second by Mr. Golden to Place Resolution No. 2014-002 on the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Mr. Seibert introduced Resolution No. 2014-002. Motion by Mr. Seibert, Second by Mr. Golden to place Resolution No. 2014-002 on the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2014-002

A RESOLUTION recognizing Howard Gilliam upon his retirement from active service as a Transit Driver II within the City of Joplin Public Works, Transit Department.

Mayor Colbert-Kean recognized Howard Gilliam for his service to the city of Joplin. Mr. Gilliam thanked the city and the people of Joplin.

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

REPORTS AND COMMUNICATIONS

PUBLIC HEARINGS

ACTION

PUBLIC HEARING to discuss the minor league baseball opportunity.

Mayor Colbert-Kean opened the Public Hearing

In favor of Minor League Baseball:

Harvey Hutchinson, 4512 W. 27th Street
Rob O'Brian, Joplin Area Chamber of Commerce President

In opposition to Minor League Baseball:
Rodney Lewis, 2915 Highland
Bill Pate, 111 S. Sergeant
Dan McQuiry, 3131 Sunset Drive
Will Shoemake,_____
Landon Adams, 2127 Rhode Island

The Public Hearing was closed.

CONSENT AGENDA - Motion by Mr. Woolston, Second by Mr. Golden, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Minutes of the December 16, 2013 council meeting.

RESOLUTIONS

Mr. Scearce introduced Resolution No. 2014-001. Motion by Mr. Scearce, Second by Mr. Shaw to approve Resolution No. 2014-001. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2014-001

A RESOLUTION authorizing the execution and filing of Funding Approval/Agreement with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Agreement for and on behalf of the City of Joplin.

ORDINANCES-EMERGENCIES

Mr. Seibert introduced Council Bill No. 2014-001. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-001. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-001

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

Mr. Seibert introduced Council Bill No. 2014-002 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-002. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-002

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

Mr. Shaw introduced Council Bill No. 2014-400 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2014-400. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-003

AN ORDINANCE approving a contract with RFB Construction Inc. in the amount of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00 /100 Dollars ($319,638.00) for Sidewalk and ADA Ramp Installation A Street to C Street and Gray Avenue to Joplin Avenue NID III project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS - Mayor Colbert-Kean appointed Jack Golden, Morris Glaze and Mike Woolston to the CDBG Grant Sub-Committee.

Council appointed Russ Alcorn, Tom Franz, John Groesbeck, Mark Hensley and David Heltzel to the Finance Oversight Committee.

Mr. Scearce asked for an update on all the projects that are going on. City Manager indicated an update would be forthcoming.

NEW BUSINESS - 077-13 - 1531 South Range Line Road – A request for a site plan review for Panda Express, a proposed commercial development in a C-2 PD Central Business District – Panda Express. Motion by Mr. Glaze, Second by Mr. Golden to Approve. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Mr. Woolston recognized Jonathan Raiche who was recently featured in a magazine for his outstanding work. Dr. Rosenberg noted that Mr. Raiche is leaving the City and will be sorely missed.

There being no further business the meeting adjourned at 8:15p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

RESOLUTIONS

RESOLUTION NO. 2014-003

A RESOLUTION recognizing Pastor Tim Sumners for his many years of dedicated service and outstanding contributions as chaplain for the Joplin Police and Fire Departments.

WHEREAS, it is appropriate that the members of this legislative body should honor those who have answered a divine call to the ministry and who, through their unflagging capacity for love, dedication of spirit, and faith in God, strive to enrich the lives of the people in their communities; and

WHEREAS, one such dedicated public servant is Pastor Tim Sumners, who has served the Joplin community in many capacities, giving generously of his time and effort, faithfully serving to support programs to benefit people of all ages and from all walks of life; and

WHEREAS, for many years, Tim Sumners has served as Chaplain for the City of Joplin's Police and Fire Department, ministering to their spiritual, physical and mental welfare; he has fed new hires for the Fire Department, provided Thanksgiving and Christmas meals for the Fire Department; attended badge pinning ceremonies; supplied bibles to both departments; provided new undergarments to the inmates of the City jail; all these things were done to demonstrate his selflessness and passion to spread the gospel of Jesus Christ.

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

Section 1. The City of Joplin does hereby honor and recognize Pastor Tim Sumners for his leadership and service to the City of Joplin as Chaplain for the Police and Fire Departments.

Section 2. These years of service have been marked by Tim's exemplary dedication to place his concern for the public good ahead of his personal interests and thus, has earned the admiration and high regard of those with whom he has come into contact.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, on this the 21st Day of January, 2014.

_____

Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

EMERGENCY ORDINANCES

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: January 21, 2014

ITEM: (1) Council Bill No. 2014-003 submits the questions of residency requirement and voter registration requirement; (2) Council Bill No. 2014-004 submits the question of whether or not members of Council should be paid $100.00 per month as a salary instead of the $5.00 per meeting presently authorized; (3) Council Bill No. 2014-005 submits the question of whether or not the requirement that the Public Works Director be a registered engineer be removed.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill Nos. 2014-003, 2014-004, 2014-005.

DEPARTMENT HEAD:	Brian W. Head BWH	**DATE:** 1-14-14
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 1-14-14
CITY CLERK:	Barbara L. Hogelin BLH	**DATE:** 1-14-14

INTRODUCTION:

These Council Bills submit to the voters, three (3) questions relating to the Charter following review of a number of questions posed by the Council of the City of Joplin to the 2013 Charter Review Commission. The Charter Review Commission reviewed a number of questions and, of those, recommended that the City Council propose three (3)amendments.

DISCUSSION:

Council Bill No. 2014-003 submits the question of whether or not the Charter should be amended to reduce the residency requirement for election to the City Council from four (4) years to two (2) years and further adds the requirement that any person wishing to be elected to the City Council have been a registered voter for the two (2) years immediately prior to election.

Council Bill No. 2014-004 submits the question of whether or not members of Council should be paid $100.00 per month as a salary instead of the $5.00 per meeting presently authorized by the Charter.

Council Bill No. 2014-005 submits the question of whether or not the requirement that the Public Works Director be a registered engineer be removed. Additionally, it provides that in the event the Public Works Director is not an engineer, the title of City Engineer shall be held by an engineer in the employ of the City of Joplin.

RECOMMENDATION:

Staff recommends these Council Bills be passed on an emergency basis.

BWH:ab
attachments

COUNCIL BILL NO. 2014-003 ORDINANCE NO.

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 02 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

WHEREAS, the Council appointed an eleven (11) member Charter Review Commission by Resolution No. 2013-025 on October 21, 2013, charging the Commission with reviewing certain sections of the City's Charter; and,

WHEREAS, the Charter Review Commission presented the results of their review including suggestions for the betterment and update of the current Charter to the City Council at its regular meeting on January 7, 2014, and the City Council approved those recommendations; and,

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the electors of the City of Joplin, at a General Municipal Election to be held in the City on the 8th day of April, 2014, an amendment to the Charter of said City adopted November 6, 2007.

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

That there be submitted to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held in said City, on the 8th day of April, 2014, the following amendment to the Charter of the City of Joplin, adopted November 6, 2007, said amendment to be as follows:

Section 1. CHARTER AMENDMENT NO. 02

That Article II. The Council, of the Charter of the City of Joplin, Mo., adopted November 6, 2007, be amended by amending Section 2.02, Qualifications., to reduce the time a person must be a resident in order to qualify for election to the Joplin City Council from four (4) years to two (2) years and to further provide that a person wishing to become a City Council member must also be a registered voter for two (2) years immediately prior to election.

BE IT ADOPTED by the people of the City of Joplin, Missouri:

That Article II. The Council, of the Charter of the City of Joplin, Mo., adopted November 6, 2007, be amended by amending Section 2.02 Qualifications., to reduce the time from four (4) years to two (2) years that a person must be a resident in order to qualify for election to the Joplin City Council and further requiring that a person

be a registered voter for two (2) years immediately prior to election to the Joplin City Council so that Section 2.02 shall read as follows:

"A city council member shall be a qualified voter of the city for at least two years immediately prior to his election and shall have been a resident of the city for at least two years immediately prior to his election. The four zone city council members shall be residents and qualified and registered voters of the respective zones provided for in Section 1.05. City council members shall hold no other lucrative public office nor any lucrative position in the city government during their terms as city council members, except that the following persons shall not be disqualified: A member of the National Guard or Naval or Military Reserve or a notary public. If a city council member shall cease to possess the above qualifications, or if a city council member shall be absent for three successive regular council meetings or for more than five regular council meetings within any four month period without cause acceptable to a majority of the other members of the council, or shall be convicted of crime involving moral turpitude, his office shall immediately become vacant."

"Shall Section 2.02 of the Charter of the City of Joplin, Missouri, be amended to reduce the time a person must be a resident of the City from four (4) years to two (2) years in order to qualify for election to the Joplin City Council and further amended to require that a person be a registered voter for two (2) years immediately prior to election to the Joplin City Council?"

Yes. ←—

No. ←—

Instructions to Voters

TO vote IN FAVOR OF Amendment 02, complete the arrow next to the word "YES".

TO vote AGAINST Amendment 02, complete the arrow next to the word "NO". "

Section 2. That said election shall be governed in all things by the provisions of the statutes of Missouri and Charter and ordinances of the City of Joplin, Missouri, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this ordinance; said election shall be held at the respective voting districts of said City as set out in a Notice to be published by the County Clerks of Jasper and Newton County, Missouri, according to law. Said Notice shall include the question to be submitted as set forth herein, and a complete and

detailed description of each and all precincts of said City, and, in said annexation area, in Jasper and Newton Counties, Missouri, to be published by the County Clerks of Jasper and Newton County, in a paper of general circulation in Joplin, Missouri, the publication of which to occur in accordance with Missouri law.

Section 3. That the City Clerk shall prepare and execute the form of the Notice of said election and shall transmit the same to the County Clerks of Jasper and Newton County, and request that they conduct said election as required by law.

Section 4. That the ballot shall be in substantially the following form:

. . . . . .

" OFFICIAL BALLOT

CITY OF JOPLIN CHARTER

Election - Tuesday, April 8, 2014

SHALL THE FOLLOWING BE ADOPTED:

"Shall Section 2.02 of the Charter of the City of Joplin, Missouri, be amended to reduce the time a person must be a resident of the City from four (4) years to two (2) years in order to qualify for election to the Joplin City Council and further amended to require that a person be a registered voter for two (2) years immediately prior to election to the Joplin City Council?"

Yes, for Amendment 02.

No, for Amendment 02.

Instructions to Voters

TO vote FOR Amendment 02, punch a hole opposite "YES".

TO vote AGAINST Amendment 02, punch a hole opposite "NO". "

Section 5. That the City Clerk is hereby directed to deliver to the County Clerks of Jasper and Newton County, Missouri, a Notice of said election for publication as required by state statutes ~~in a newspaper of general circulation in Joplin, Missouri, that at the Election to be held on the 7th day~~ of November, 2007, in the City of Joplin, there shall be submitted to the qualified electors of this City at such election, the proposed new Charter to the Charter of the City hereinbefore referred to.

The Notice of Election shall be published in accordance with the statutes and laws of the State of Missouri.

Section 6. The City Clerk shall canvas the results of the election as verified by the Jasper and Newton County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 7. That this Ordinance, being an Ordinance submitting a Charter Amendment to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

COUNCIL BILL NO. 2014-004 ORDINANCE NO.

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 03 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

WHEREAS, the Council appointed an eleven (11) member Charter Review Commission by Resolution No. 2013-025 on October 21, 2013, charging the Commission with reviewing certain sections of the City's Charter; and,

WHEREAS, the Charter Review Commission presented the results of their review including suggestions for the betterment and update of the current Charter to the City Council at its regular meeting on January 7, 2014, and the City Council approved those recommendations; and,

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the electors of the City of Joplin, at a General Municipal Election to be held in the City on the 8th day of April, 2014, an amendment to the Charter of said City adopted November 6, 2007.

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

That there be submitted to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held in said City, on the 8th day of April, 2014, the following amendment to the Charter of the City of Joplin, adopted November 6, 2007, said amendment to be as follows:

Section 1. CHARTER AMENDMENT NO. 03

That Article II. The Council be amended by amending Section 2.03. Salary: Expenses. To establish a salary of one hundred dollars ($100.00) per month for each city council member.

BE IT ADOPTED by the people of the City of Joplin, Missouri:

That Article II. The Council, of the Charter of the City of Joplin, Mo., adopted November 6, 2007, is amended by amending Section 2.03 Salaries: Expenses., to establish a salary of One Hundred Dollars ($100.00) per month for each city council member, so that Section 2.03 shall read as follows:

"Section 2.03. Salaries: Expenses. Each city council member shall receive a salary of one hundred dollars per month. In addition each city council member, including the mayor, shall be reimbursed for any necessary actual expenses incurred in connection with his duties as provided by ordinance or resolution of the council prior to incurring such expense. The mayor shall receive no salary in addition to his salary as city council member but the council may provide a fund for incidental expenses incurred in the performance of his duties not to exceed one hundred dollars per month.

This amendment shall become effective on and after April 12, 2016."

"Shall Section 2.03 of the Charter of the City of Joplin, Missouri, be amended to establish a salary of one hundred dollars per month for each council member while serving on the Joplin City Council?"

Yes. ←—

No. ←—

Instructions to Voters

TO vote IN FAVOR OF Amendment 03, complete the arrow next to the word "YES".

TO vote AGAINST Amendment 03, complete the arrow next to the word "NO". "

Section 2. That said election shall be governed in all things by the provisions of the statutes of Missouri and Charter and ordinances of the City of Joplin, Missouri, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this ordinance; said election shall be held at the respective voting districts of said City as set out in a Notice to be published by the County Clerks of Jasper and Newton County, Missouri, according to law. Said Notice shall include the question to be submitted as set forth herein, and a complete and detailed description of each and all precincts of said City, and, in said annexation area, in Jasper and Newton Counties, Missouri, to be published by the County Clerks of Jasper and Newton County, in a paper of general circulation in Joplin, Missouri, the publication of which to occur in accordance with Missouri law.

Section 3. That the City Clerk shall prepare and execute the form of the Notice of said election and shall transmit the same to the County Clerks of Jasper and Newton County, and request that they conduct said election as required by law.

Section 4. That the ballot shall be in substantially the following form:

. . . . . .

" OFFICIAL BALLOT

CITY OF JOPLIN CHARTER

Election - Tuesday, April 8, 2014

SHALL THE FOLLOWING BE ADOPTED:

"Shall Section 2.03 of the Charter of the City of Joplin, Missouri, be amended to establish a salary of one hundred dollars per month for each council member while serving on the Joplin City Council?"

Yes, for Amendment 03.

No, for Amendment 03.

Instructions to Voters

TO vote FOR Amendment 03, punch a hole opposite "YES".

TO vote AGAINST Amendment 03, punch a hole opposite "NO". "

Section 5. That the City Clerk is hereby directed to deliver to the County Clerks of Jasper and Newton County, Missouri, a Notice of said election for publication as required by state statutes in a newspaper of general circulation in Joplin, Missouri, that at the Election to be held on the 7th day of November, 2007, in the City of Joplin, there shall be submitted to the qualified electors of this City at such election, the proposed new Charter to the Charter of the City hereinbefore referred to. The Notice of Election shall be published in accordance with the statutes and laws of the State of Missouri.

Section 6. The City Clerk shall canvas the results of the election as verified by the Jasper and Newton County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 7. That this Ordinance, being an Ordinance submitting a Charter Amendment to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City

of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

COUNCIL BILL NO. 2014-005 ORDINANCE NO.

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 04 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

WHEREAS, the Council appointed an eleven (11) member Charter Review Commission by Resolution No. 2013-025 on October 21, 2013, charging the Commission with reviewing certain sections of the City's Charter; and,

WHEREAS, the Charter Review Commission presented the results of their review including suggestions for the betterment and update of the current Charter to the City Council at its regular meeting on January 7, 2014, and the City Council approved those recommendations; and,

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the electors of the City of Joplin, at a General Municipal Election to be held in the City on the 8th day of April, 2014, an amendment to the Charter of said City adopted November 6, 2007.

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

That there be submitted to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held in said City, on the 8th day of April, 2014, the following amendment to the Charter of the City of Joplin, adopted November 6, 2007, said amendment to be as follows:

Section 1. CHARTER AMENDMENT NO. 04

That Article VII. Department of Public Works., Sections 7.01. Appointment and Qualification of director; and, 7.02. Powers and duties. be amended to remove the requirement that the public works director be a registered engineer and identifying the position responsible to become the city engineer in the event the public works director is not a registered engineer

BE IT ADOPTED by the people of the City of Joplin, Missouri:

That Article VII. Department of Public Works., Sections 7.01. Appointment and Qualification of director; and, 7.02. Powers and duties. be amended to remove the requirement that the public

works director be a registered engineer and identifying the position responsible to become the city engineer in the event the public works director is not a registered engineer so that sections 7.01 and 7.02 shall read as follows:

"Section 7.01. Appointment and qualification of director.
The city manager shall appoint the director of the department of public works, who shall be qualified to perform the duties required of him by this charter and the ordinances of the city.

Section 7.02. Powers and duties.
The director of public works shall have charge of:

(1) The designing, construction, reconstruction, supervision, operation and repair of all municipal buildings, bridges, viaducts, waterways, sewers, drains, levees, airports, airport terminals, public market facilities, off-street parking facilities, tunnels and structures including alterations, replacements, additions, and appurtenances thereto, and maintenance of the same, unless otherwise provided in this charter.
(2) The physical construction and improvement, and the physical maintenance and operation of all parks, parkways, playgrounds, golf courses, recreational centers, cemeteries, camps, swimming pools, and all other city-owned land and buildings to be used for recreational purposes.
(3) The grading and improvement of all streets, alleys, highways, sidewalk spaces and public ways, and keeping the same open and in a safe and clean condition.
(4) The construction, reconstruction, repair, and maintenance of all pavements, curbs, and sidewalks.
(5) The collection and disposal of garbage, ashes and refuse, and treatment and disposal of sewage.
(6) The lighting of public grounds and highways, the laying of conduits, the location, erection and construction of poles and all structures in, on or over public grounds and highways, the granting of all permits to excavate into or disturb any highways or public property or to make any special use thereof.
(7) The inspection of gas, plumbing, electrical wiring, boilers, elevators, smoke, sanitary and safety equipment of all buildings and structures within the city, and such other inspectional duties as the council may by ordinance prescribe.
(8) The issuance and revocation of all building permits, and the administration of all building and zoning ordinances.
(9) The making and the keeping of records of all plats, surveys, drawings, and estimates, and the furnishing of all information and reports relating to public works or the department of public works as may be required by the city manager.

(10) The making and keeping of records of location, direction, depth, and connection of all underground structures and equipment, of a public nature.

(11) The drafting of a city building code and amendments thereto for adoption by the council.

(12) The appointment of an assistant city engineer, and other assistants, subject to the approval of the city manager.

In the event that the director of public works is a professional engineer registered in the state of Missouri he shall serve as city engineer; however, in the event that the director of public works is not an engineer registered in the state then the city manager shall appoint a professional engineer registered in the state of Missouri and in the full-time employment of the city as the city engineer. The public works director shall perform such additional duties not herein specifically set out as may be required of him by this charter, by law, by ordinance, or by the city manager."

"Shall Section 7.01and Section 7.02 of the Charter of the City of Joplin, Missouri, be amended to remove the requirement that the public works director be a registered engineer and identifying the position responsible to become the city engineer in the event the public works director is not a registered engineer?"

Yes. ←—

No. ←—

Instructions to Voters

TO vote IN FAVOR OF Amendment 04, complete the arrow next to the word "YES".

TO vote AGAINST Amendment 04, complete the arrow next to the word "NO". "

Section 2. That said election shall be governed in all things by the provisions of the statutes of Missouri and Charter and ordinances of the City of Joplin, Missouri, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this ordinance; said election shall be held at the respective voting districts of said City as set out in a Notice to be published by the County Clerks of Jasper and Newton County, Missouri, according to law. Said Notice shall include the question to be submitted as set forth herein, and a complete and detailed description of each and all precincts of said City, and, in said annexation area, in Jasper and Newton Counties, Missouri, to be published by the County Clerks of Jasper and Newton County, in a paper of general circulation in Joplin, Missouri, the publication of which to occur in accordance with Missouri law.

Missouri law.

Section 3. That the City Clerk shall prepare and execute the form of the Notice of said election and shall transmit the same to the County Clerks of Jasper and Newton County, and request that they conduct said election as required by law.

Section 4. That the ballot shall be in substantially the following form:

. . . . . .

" OFFICIAL BALLOT

CITY OF JOPLIN CHARTER

Election - Tuesday, April 8, 2014

SHALL THE FOLLOWING BE ADOPTED:

"Shall Section 7.01 and Section 7.02 of the Charter of the City of Joplin, Missouri, be amended to remove the requirement that the public works director be a registered engineer and identifying the position responsible to become the city engineer in the event the public works director is not a registered engineer?"

Yes, for Amendment 04.

No, for Amendment 04.

Instructions to Voters

TO vote FOR Amendment 04, punch a hole opposite "YES".

TO vote AGAINST Amendment 04, punch a hole opposite "NO". "

Section 5. That the City Clerk is hereby directed to deliver to the County Clerks of Jasper and Newton County, Missouri, a Notice of said election for publication as required by state statutes in a newspaper of general circulation in Joplin, Missouri, that at the Election to be held on the 7th day of November, 2007, in the City of Joplin, there shall be submitted to the qualified electors of this City at such election, the proposed new Charter to the Charter of the City hereinbefore referred to. The Notice of Election shall be published in accordance with the statutes and laws of the State of Missouri.

Section 6. The City Clerk shall canvas the results of the election as verified by the Jasper and Newton County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 7. That this Ordinance, being an Ordinance submitting a Charter Amendment to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: January 21, 2014

ITEM: Council Bill No. 2014-006 approving a Lease Agreement by and between the City of Joplin, Missouri, and WLD Suarez Baseball, LLC, dealing generally with the lease of the land and improvements at the Joe Becker Stadium to accommodate the location of a minor league baseball team.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-006, Exhibit "A" – Lease Agreement.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 1-16-14
CITY MANAGER:	R. Mark Rohr	**DATE:** 1/16/14
PARKS & RECREATION:	Chris Cotten	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 1/16/14

INTRODUCTION:

This Council Bill authorizes the execution of a Lease Agreement by and between the City of Joplin and WLD Suarez Baseball, LLC, for the lease of Joe Becker Stadium for twenty (20) years.

DISCUSSION:

On Monday November 11th, 2013, during a special work session, WLD Suarez Baseball and the Parks and Recreation Department presented to the Council, the concept of relocating the El Paso Diablos to Joplin to play professional baseball at Joe Becker Stadium. Redevelopment of Joe Becker Stadium, the 4th street corridor, and new retail options for Joplin were also discussed. City Staff was given at this meeting to continue working with the team on the plan.

On Monday December 9th at a follow-up work session, Team Representatives with WLD Suarez, Chad Greer of Greer and Associates; Rob O'Brian of the Chamber of Commerce; Finance Director, Leslie Haase; Director of Planning and Community Development, Troy Bolander; Parks and Recreation Director, Chris Cotton, and City Manager Mark Rohr, outlined a plan to bring the project to fruition.

On December 16th, a Memorandum of Understanding was authorized, and on January 7, 2014, a Public Hearing was held for members of the general public to have input. This Council Bill approves the Lease of the facility to WLD Suarez.

RECOMMENDATION:

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

attachments

COUNCIL BILL NO. 2014-006 ORDINANCE NO.

AN ORDINANCE approving a Lease Agreement by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the lease of the land and improvements of the Joe Becker Stadium to accommodate the location of a minor league baseball team; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

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

Section 1. That the Lease Agreement by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the lease of land and improvements of the Joe Becker Stadium to accommodate a minor league baseball team, as attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3. 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, the same shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2014, by and between the CITY OF JOPLIN, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and WLD SUAREZ BASEBALL, a Wyoming Limited Liability Company, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, including the surrounding parking areas, known as Joe Becker Baseball Stadium described as follows:

> "All of Lots Numbered I1 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri"

(hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this lease and Tenant's obligation to pay rent hereunder shall be twenty (20) years and two (2) months and shall commence on or about August 1, 2014, and continuing to and until through September 30, 2034. Beginning in 2014, Suarez shall lease the Stadium from August 1, 2014 to September 10, 2015. Each year thereafter, Suarez shall lease the Stadium from May 1 to September 10 of each year except that the Landlord reserves the right to utilize the demised premises and all improvements thereon during an event known as "Premiere Baseball". Tenant shall insure that no home games are scheduled at the demised premised so as to create a conflict. No offset for rent or payment to Tenant for these days. Such offset is already included in the annual rent as provided herein below.

2. Rent and Expenses. During the term of this lease, and any extensions thereof, Tenant agrees to pay annual rent for the Lease in the sum of One Hundred Fifty Thousand Dollars ($150,000.00) per year, payable in quarterly installments of $37,500.00 due on the first day of each quarter for the calendar year. The first rent payment shall be due May 1, 2015. Suarez shall reimburse the City for expenses related to the operation of the Stadium as follows: 33% of Operating and Maintenance Expenses, with an estimated payment paid in four (4) equal installments simultaneously with Lease Payment. A reconciliation of actual expenses for the previous budget year shall be completed and reconciled by February 1 for the preceding calendar year. During the first calendar year of the lease, Tenant shall be responsible for the percentage of expenses described above for the period of August 1, 2014

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through December 31, 2014. Year over Year expense reimbursement increases shall not exceed 5.0% without approval of Suarez. Rent and Expense payments shall be paid at the office of the Director of Finance of the City of Joplin, Missouri, 602 South Main St.; Joplin, MO 64801. In the event that Tenant requires the use of the demised premises after September 10 of any calendar year, (hold over period) Tenant shall pay to the Landlord $500.00 per day the premises are actually used for Tenant's activities. All terms and conditions of this lease shall apply to any such hold over period.

The parties shall also negotiate a per diem rental fee for Suarez's renting of the Stadium during times beyond the term of the Lease Agreement.

3. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premise, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

4. Use of Premises by Tenant. Tenant is a professional baseball team playing in the American Association Independent League and the leased premises shall be used solely for the purpose of playing baseball in organized games in the League, and other related uses, and none other unless written permission is given by the Director of Parks and Recreation. Play shall not extend beyond 12:00 a.m. midnight, and all field lights shall be turned off no later than 12:15 a.m.; however, since the Stadium is located adjacent to a residential neighborhood, Tenant will make every reasonable effort to conclude play by 11:00 p.m. and have the lights turned off by 11:15 p.m. Tenant shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

5. Tenant's Responsibilities. This Agreement is conditioned upon Tenant's assurances that the subject ball fields and facilities shall be operated solely by Tenant and no other person, corporation, association or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom. It shall be the responsibility of Tenant to provide for the cleanliness of the concession area. Tenant shall have the right to improve and operate all concession operations at the Facility on a year-round basis during the term of the lease, with Tenant being responsible for all operating expenses and retaining all net proceeds.

6. Landlord's Responsibilities. Landlord shall be responsible for the maintenance of the premises and improvements. Specifically, Landlord shall be responsible for the renovation and/or replacement of the individual field assets, which include, but are not limited to: Bases, Fences, Home plates, Infield and outfield playing surfaces and Pitcher's plates. It shall be the responsibility of Landlord to provide for the cleanliness of the premises, including the restrooms, seating areas and the general surrounding area.

Landlord shall remove or cause to be removed trash that has been placed in barrels and left at designated locations, relight and repair the lighting system, and address all plumbing and electrical problems if requested by Tenant, upon reasonable notice. Landlord shall be responsible for mowing and dragging the field, setting up the bases, lining the field and trimming the grass surrounding the fences and other appropriate areas. Landlord agrees that it shall not provide financial assistance or other incentive for any other professional paid baseball team wishing to locate within the city or within fifty (50) miles thereof during the term of this lease. However, Tenant understands and agrees that the Landlord is a Missouri municipal corporation and as such cannot prohibit any other professional paid baseball team from locating in the area or utilizing any facility owned by the Landlord provided such other team pays all applicable rents and fees as required of other users.

7. Advertising, Signage and Naming Rights. Tenant shall have the right to sell advertising, signage and naming rights, subject to the approval by the Landlord, whose approval shall not be unreasonably withheld, subject, however, to existing signage/advertising agreements in place as of the effective date of the performance agreement and lease to be negotiated. The parties agree to negotiate off-sets for potential revenue lost, if any, by Tenant due to any existing signage or advertising agreements. Suarez shall be responsible for any expenses associated with this advertising, signage and naming rights, and shall retain all net proceeds, if any. The Facility shall retain the name "Joe Becker Stadium" during the term of the Lease Agreement.

8. Fixtures and Alterations. It is anticipated that Tenant will provide significant alterations and improvements to the premises as provided in Exhibit "A" attached hereto. The scope of such alterations and improvements provided in such Exhibit "A" be and are hereby approved. No alteration or improvement shall commence without prior written approval, in advance, of all plans and specifications by the Landlord. The Landlord agrees to reimburse, or pay directly on Tenant's behalf, up to $4,000,000.00 for said improvements as provided in the Performance Agreement between the parties.

9. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.

b. Business interruption. Tenant shall procure and maintain in full force and effect, commencing on August 1, 2014 and continuing through the term of this lease, at

Tenant's sole cost and expense, use and occupancy or business interruption or lost income insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $500,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Builder's Risk. During construction of additions and improvements tenant shall procure and keep in full force and effect standard "all risk" builder's risk insurance written on a completed value basis, including collapse, in an amount equal to $4,000,000.00 or the actual replacement cost of the improvements including casualty, whichever is greater. Landlord shall be named an additional insured.

d. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after August 1, 2014, and during the term of this lease at Tenant's sole cost and expense, workers compensation insurance as required by the State of Missouri. Additionally, Tenant shall procure and maintain in full force in effect during the entire term of this lease at tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00.

10. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then applicable Environmental law;
b. Tenant shall timely obtain all environmental permits, licenses, certificates, applications, and approvals (hereinafter Environmental Permits) that are necessary or required by applicable Environmental Law to conduct its business and operations as then being conducted, and Tenant shall comply with the terms and provisions of such Environmental Permits;
c. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release of any hazardous material on, onto or from the demised premises and except in compliance with applicable Environmental Law;
d. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises;
e. If Tenant elects to bring, use, store, generate or transport specific hazardous materials on the demised premises in connection with the business and operations conducted by Tenant, Tenant shall:
    1) Use, store, dispose of and transport such hazardous materials in accordance with applicable environmental law;
    2) Prepare and maintain accurate and detailed records with respect to such hazardous materials as required by applicable environmental law or environmental permits;

3) Prepare and submit all reports with respect to such hazardous materials as required by applicable environmental law or environmental permits; and
4) Furnish to Landlord upon request a copy of all records and reports with respect to such hazardous materials.

f. Tenant shall not construct or install any underground or aboveground storage tanks in, on, or under the demised premises without prior written consent of Landlord unless such storage tanks are reflected in plans for the improvements to the facility as described in Exhibit "A" attached hereto.

g. Tenant shall regularly inspect the demised premises to monitor and assure that the demised premises are at all times in full compliance with applicable environmental law.

h. Tenant shall protect the demised premises against intentional or negligent acts or omissions of third parties which might result, directly or indirectly, in the release of hazardous materials on the demised premises in violation of applicable environmental law and if Tenant fails to take appropriate action (as determined by Landlord) to protect the demised premises within fifteen (15) days after written notice from the Landlord, then the Landlord may, but shall not be obligated to, take such action Landlord considers necessary or appropriate, at the expense of Tenant, to protect the demised premises against the release of hazardous materials in violation of the applicable environmental law as a result of the intentional or negligent acts or omissions of third parties. Nothing herein shall be construed so as to relieve any party from liability for any act or omission.

i. If any hazardous materials are released in, on, under, or from the demised premises during the term of this lease Tenant shall immediately (within 24 hours of discovery) notify the Landlord and all applicable governmental agencies having competent jurisdiction of the occurrence of the release of hazardous materials. Tenant shall immediately furnish or make available to the Landlord and governmental entities all information, documents, and communications whether electronic or in hard copy.

j. Tenant shall treat, store, dispose of and transport the hazardous materials, including any contaminated soil, water and other environmental media at the sole cost of the Tenant and in accordance with applicable environmental law.

k. In the event that Tenant fails to immediately commence on a timely basis and/or diligently prosecute an appropriate response action, at the expense of Tenant, Landlord shall have the right, but not the obligation, to conduct all response action at the expense of Tenant that Landlord considers necessary or appropriate under applicable environmental law and environmental permits, to clean up the hazardous materials that have been released in, on, or under the demised premises. Tenant shall have no responsibility for correcting or remediating any environmental condition

with respect to the demised premises that existed prior to the date of this lease.

11. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, its agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant. Tenant shall not be liable for death or bodily injury to any employee of the Landlord unless such death or bodily injury is caused by the negligence of the Tenant.

12. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within one hundred eighty (180) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such one hundred eighty (180) days. In the event Landlord determines that the premises cannot be rebuilt or restored within one hundred eighty (180) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this lease shall terminate.

13. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30 days after written notice of such default shall have been given to Tenant, then Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorney fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this lease.

14. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord

shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

15. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease. Each party agrees to indemnify the other for any and all costs and expenses, including attorneys' fees, incurred by one party in any lawsuit against the other to enforce the terms of this lease, provided that such party is successful.

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

Landlord as follows:

City of Joplin, Missouri
R. Mark Rohr, City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Shawn Suarez
1776 N Scottsdale Rd #442
Scottsdale, AZ 85257

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

17. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

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

19. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times all material permits, licenses and contractual arrangements as may be necessary to operate as a First Class Operation.

20. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

21. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. 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.

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

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

24. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease. The parties hereby understand and agree that this Lease is part of a larger improvement project to the demised premises, and various tracts of property surrounding the demised premises. The parties agree that additional documents including, but not limited to, a Performance/Development Agreement, contract for the sale of certain real estate, and an agreement relating to parking between the parties is necessary to complete the larger project. Accordingly, Landlord may terminate this lease in the event that all agreements are not complete and fully executed prior to August 1, 2014.

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

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
R. Mark Rohr,
City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

"LANDLORD"

WLD SUAREZ BASEBALL

By: _____

ATTEST:

_____
Secretary

"TENANT"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2014, before me appeared R. Mark Rohr, to me known to be the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Council via Ordinance No. _____ for the consideration stated therein and no other, and said R. Mark Rohr acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2014, before me appeared Shawn Suarez, to me known to be the _____ for WLD SUAREZ BASEBALL, LLC, a Wyoming Limited Liability Company, and that the seal affixed to the foregoing instrument is the seal of said Company, for the consideration stated therein and no other, and said Shawn Suarez acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

_____
Notary Public

My commission expires:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 21, 2014

Item: COUNCIL BILL NO. 2014-100
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 100
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wickland BW Date: 1-2-14
Department Head: Nick Heatherly Date: 1/3/14
Finance Department: Leslie Haase Date: 1/14/14
City Attorney: Brian Head Date: 1/14/14
City Manager: R. Mark Rohr Date: 1-14-14

Recommended Action: Approval of Contract with Nelson's Tree & Demolition to remove the structures and any remaining debris including foundation and footings located at 2005 S. Empire

Summary: The above listed address was "tagged" as a dangerous building on August 12, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 20, 2013, an advertisement for bids was published in the Joplin Globe with bids being received on December 24, 2013. At that time bids were received as follows:

Big John's	$ 3,900.00	Nelson's Tree Service	$ 3,499.00
B & D Yard builders	$ 5,805.00		
JRB	$ 4,700.00		

Staff recommends that the demolition contract be awarded to Nelson's Tree & Demolition.

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.

COUNCIL BILL NO. 2014 – 100 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 2005 S. Empire in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Nine and 00/100 Dollar ($3,499.00); 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 Nelson's Tree & Demolition in the amount of Three Thousand Four Hundred Ninety Nine and 00/100 Dollars ($3,499.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2005 S. Empire.

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 2005 S. Empire and legally described as:

ALL OF LOT NUMBERED TWO (2) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2014, by a _____ vote.

_____
Melodee Colbert Kean - Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Brian W. Head - City Attorney


COUNCIL BILL 2014-100
2005 S. EMPIRE







CLOSING DATE:	24-Dec-2013	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, K. Newhouse
Demolition		LOCATION:	2005 S. Empire Ave.

COMPANY	BIDS
Nelson's Tree Service	$3,499.00
BJHE	$3,900.00
B & D Yardbuilders	$5,805.00
JRB Industries	$4,700.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 21, 2014

Item: COUNCIL BILL NO. 2014-101
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 101
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wickland BW	Date: 1-2-14
Department Head: Nick Heatherly	Date: 1/3/14
Finance Department: Leslie Haase	Date: 1/14/14
City Attorney: Brian Head	Date: 1-14-14
City Manager: R. Mark Rohr RMR	Date: 1-14-14

Recommended Action: Approval of Contract with JRB Industries to remove the structures and any remaining debris including foundation and footings located at 317 E. 9TH ST.

Summary: The above listed address was "tagged" as a dangerous building on August 15, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 20, 2013, an advertisement for bids was published in the Joplin Globe with bids being received on December 24, 2013. At that time bids were received as follows:

Big John's	$ 5,900.00
B & D Yard builders	$ 5,800.00
JRB Industries	$ 5,300.00

Staff recommends that the demolition contract be awarded to JRB Industries.

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.

COUNCIL BILL NO. 2014 – 101 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and JRB Industries for the demolition of the structure(s) and clearing of lot area located at 317 E. 9TH ST. in the City of Joplin, Missouri, for the amount of Five Thousand Three Hundred and 00/100 Dollar ($5,300.00); 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 JRB Industries in the amount of Five Thousand Three Hundred and 00/100 Dollars ($5,300.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 317 E. 9TH 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 317 E. 9TH ST. and legally described as:

ALL OF THE WEST 40 FT. OF THE EAST 80 FT. OF LOT NUMBERED FOURTEEN (14) AND THE SOUTH 10 FT. OF THE WEST 40 FEET OF THE EAST 80 FEET OF LOT NUMBERED THIRTEEN (13) IN CONKLIN'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2014, by a _____ vote.

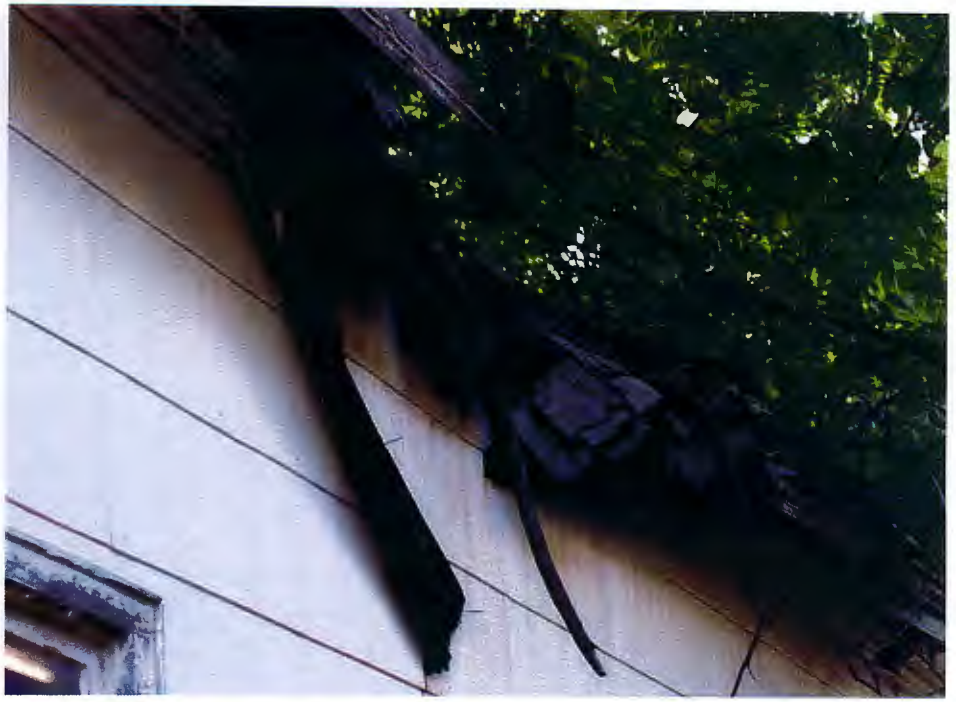
_____
Melodee Colbert Kean - Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Brian W. Head - City Attorney


COUNCIL BILL 2014-101
317 E. 9TH ST.







CLOSING DATE:	24-Dec-2013	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, K. Newhouse
Demolition		LOCATION:	317 E. 9th Street

COMPANY	BIDS
BJHE	$5,900.00
B & D Yardbuilders	$5,800.00
JRB Industries	$5,300.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 21, 2014

Item: COUNCIL BILL NO. 2014-102
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 102
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wickland BW	Date: 1-2-14
Department Head: Nick Heatherly neh	Date: 1/3/14
Finance Department: Leslie Haase	Date: 1/14/14
City Attorney: Brian Head	Date: 1/14/14
City Manager: R. Mark Rohr 1-14-14	Date:

Recommended Action: Approval of Contract with Nelson's Tree & Demolition to remove the structures and any remaining debris including foundation and footings located at 312 N. McCOY

Summary: The above listed address was "tagged" as a dangerous building on September 3, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 27, 2013, an advertisement for bids was published in the Joplin Globe with bids being received on December 31, 2013. At that time bids were received as follows:

Big John's	$ 3,499.00	Nelson's Tree Service	$ 2,199.00
B & D Yard builders	$ 3,915.00		
JRB	$ 2,400.00		

Staff recommends that the demolition contract be awarded to Nelson's Tree & Demolition.

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.

COUNCIL BILL NO. 2014 – 102 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 312 N. McCoy in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Ninety Nine and 00/100 Dollar ($2,199.00); 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 Nelson's Tree & Demolition in the amount of Two Thousand One Hundred Ninety Nine and 00/100 Dollars ($2,199.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 312 N. McCoy.

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 312 N. McCoy and legally described as:

ALL OF LOT NUMBERED ELEVEN (11) AND THE NORTH 8.5 FEET OF LOT NUMBERED TWELVE (12) IN HAROLD FENIX ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND BEGINNING AT A POINT 8.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT NUMBERED (12), SAID POINT BEING IN THE WEST LINE OF MCCOY AVENUE, THENCE WEST AND PARALLEL TO THE NORTH LINE OF LOT NUMBERED TWELVE (12) A DISTANCE OF 98 FEET, THENCE SOUTH OF A PARALLEL TO THE WEST LINE OF LOT NUMBERED TWELVE (12) A DISTANCE OF 6.50 FEET, THENCE EAST AND PARALLEL TO THE NORTH LINE OF LOT NUMBERED TWELVE, (12) A DISTANCE OF 98 FEET, THENCE NORTH 6.50 FEET TO THE POINT OF BEGINNING.

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2014, by a _____ vote.

ATTEST:

Melodee Colbert Kean - Mayor

Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

Brian W. Head - City Attorney


COUNCIL BILL 2014-102
312 N. McCOY







CLOSING DATE: 31-Dec-2013 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver, K. Newhouse

Demolition LOCATION: 312 N. McCoy Ave.

COMPANY	BIDS
Nelson's Tree Service	$2,199.00
BJHE	$3,499.00
B & D Yardbuilders	$3,915.00
JRB Industries	$2,400.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 21, 2014

Item: COUNCIL BILL NO. 2014-103
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 103
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wickland BW Date: 1-8-14
Department Head: Nick Heatherly NH Date: 1/3/14
Finance Department: Leslie Haase LH Date: 1/14/14
City Attorney: Brian Head BH Date: 1-14-14
City Manager: R. Mark Rohr RMR Date: 1-14-14

Recommended Action: Approval of Contract with Nelson's Tree & Demolition to remove the structures and any remaining debris including foundation and footings located at 3230 Jackson.

Summary: The above listed address was "tagged" as a dangerous building on August 6, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 27, 2013, an advertisement for bids was published in the Joplin Globe with bids being received on December 31, 2013. At that time bids were received as follows:

Big John's	$ 3,950.00	Nelson's Tree & Demolition	$ 1,499.00
B & D Yard builders	$ 2,820.00		
JRB Industries	$ 1,500.00		

Staff recommends that the demolition contract be awarded to Nelson's Tree & Demolition.

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.

COUNCIL BILL NO. 2014 – 103 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 3230 S. Jackson in the City of Joplin, Missouri, for the amount of One Thousand Four Hundred Ninety Nine and 00/100 Dollar ($1,499.00); 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 Nelson's Tree & Demolition in the amount of One Thousand Four Hundred Ninety Nine and 00/100 Dollars ($1,499.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 3230 S. Jackson.

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 3230 S. Jackson and legally described as:

THE EAST 200 FEET OF LOT NUMBERED ONE HUNDRED NINTEY-91 (191) AND THE EAST 200 FEET OF THE NORTH HALF OF VACATED 33RD STREET IN DUNWOODY SUBDIVISION, IN THE CITY OF JOPLIN, NEWTON COUNTY, MO, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF LOT NUMBERED ONE HUNDRED NINETY-ONE (191) IN DUNWOODY SUBDIVISION, NOW IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, THENCE SOUTH 230 FEET TO A POINT BEING 20 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST 15 FEET; THENCE NORTH 96 FEET TO THE POINT OF BEGINNING OF A CURVE HAVING A RADIUS OF 165 FEET; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 153.8 FEET TO A POINT ON THE NORTH LINE OF SAID LOT; THENCE EAST 80 FEET TO THE POINT OF BEGINNING.

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2014, by a _____ vote.

ATTEST: _____

Melodee Colbert Kean - Mayor

_____

Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____

Brian W. Head - City Attorney


COUNCIL BILL 2014-103
3230 S. JACKSON







CLOSING DATE: 31-Dec-2013 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver, K. Newhouse

Demolition LOCATION: 3230 S. Jackson Ave

COMPANY	BIDS
Nelson's Tree Service	$1,499.00
BJHE	$3,950.00
B & D Yardbuilders	$2,820.00
JRB Industries	$1,500.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 21, 2014
Council Bill No. 2014-401

Item: Murphy Boulevard Trail 4th to 20th Street 2013

Originating Department: Public Works – Community Development

Attachments: 1) Location Map
2) Bid Tabulation
3) Contract
4) Council Bill No. 2014-401

Community Development: Troy Bolander T.B. Date 1/13/14
Department Head: Nicholas A. Heatherly Date: 1/13/14
Finance Department: Leslie Haase Date: 1/14/14
City Attorney: Brian Head Date: 1-14-14
Interim City Manager: Mark Rohr Date: 1-14-14

Recommended Action:. Approval of an Award of Contract to Emery Sapp & Sons Inc. in the amount of $398,726.00 and for the Murphy Boulevard Trail 4th to 20th Street 2013 project.

Background: Following the tornado Citizen input was taken on redevelopment ideas for the City through the Cart Process. One of the ideas was for additional walking and biking trails in the city. The project is partially funded by Community Development Disaster Relief fund and partially by the Parks/ Stormwater Trails Fund.

Discussion: City staff prepared bid documents for the project. A notice to Contractors that solicited bids for the project was published in the Joplin Globe for 1 day. Eight firms picked up plans and 6 firms submitted bids (see attached Bid Tabulation) that were opened on December 16, 2013.

Recommendation: City staff recommends Award of Contract to Emery Sapp & Sons Inc. in the amount of $398,726.00 for the Murphy Boulevard Trail 4th -20th Street 2013 Project. This bid is within the engineer's estimate and the allocated budget.


Joplin Trails and Shared-Use Paths Map
E 3RD ST
E 4TH ST
E 7TH ST
E 8TH ST
E 12TH ST
E 15TH ST
E 20TH ST
E 26TH ST
MAIN AVE
HIGH AVE
TURNPIKE AVE
TURNPIKE AVE
GRAND AVE
CONNECTICUT AVE
FLORIDA AVE
HIGHWAY AVE
N
0
0.25
0.5 Miles
Legend
Murphy Boulevard

BID TABULATION

PROJECT: Murphy Boulevard Trail 4th Street to 20th Street
DATE OF BID OPENING: December 16, 2013

CONTRACTOR	BID
Emery Sapp	398,726.00
APAC of MO	485,177.70
CE Contracting	551,371.20
Lathrop Construction	423,582.00
Snyder Construction	541,864.00
Sprouls Construction	512,019.90

EXHIBIT A

CITY CONTRACT NO. 8494

THIS CONTRACT, made and entered this _____ day of _____, 20___, by and between the City of Joplin, A Municipal Corporation, Party of the First Part, And

Emery Sapp & Sons Inc.
5350 State Hwy AA
Springfield, MO 65803

Contractor, Party of the Second Part,

WITNESSETH: The said party of the second part hereby agrees with said party of the first part to furnish at his own cost and expense all labor, material, machinery, plant equipment, transportation and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and to pay for all labor and material, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees, and execute in connection herewith a good and sufficient bond in the amount of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00/100 Dollars ($398,726.00); approved by the proper officer, as a guarantee to said City for:

Murphy Blvd Trail 4th Street to 20th Street - 2013

And to perform the same in accordance with specifications and all the provisions of the Joplin City Code of 1998, as amended, and according to the City Engineer's Plan No 8494 and Estimate No. 8494 on file in the office of the Director of Public Works. All of which are by reference made and part of this contract and to perform said work for the following prices to-wit:

Murphy Blvd Trail 4th – 20th Street					
Item No.	**Item**	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	ADA Ramp Installations	25	EA	750.00	$18,750.00
2	Linear grading	7,100	LF	12.50	$88,750.00
3	6" Concrete path 10' wide w 2" Base Rock	5,652	SY	38.50	$217,602.00
4	Thermo Plastic crosswalk striping	700	LF	14.50	$10,150.00
5	Thermo Stop Bar	14	LF	14.50	$203.00
6	Thermo Yield Bar	44	LF	75.00	$3,300.00
7	Existing Stone Path Repair	100	Ton	25.00	$2,500.00

8	Rest Areas – 6" Concrete with 2" Base	3	EA	845.00	$2,535.00
9	Barrier Curb	150	LF	27.00	$4,050.00
10	Headwalls	2	EA	1,250.00	$2,500.00
11	12" CMP	20	LF	35.00	$700.00
12	Misc Concrete Removal	232	SY	14.00	$3,248.00
13	Earthen Fill	250	CY	5.40	$1,350.00
14	Pedestrian Railing	40	LF	55.00	$2,200.00
15	Seed & Mulch	14,200	SF	0.09	$1,278.00
16	Mobilization (not to exceed 5%)	1	LS	18,000.00	$18,000.00
17	Truncated Dome Panel	2	EA	230.00	$460.00
18	Erosion Control	1	LS	4,350.00	$4,350.00
19	Disposal and Hauling of lead contaminated soil	300	CY	8.00	$2,400.00
20	Traffic Control	1	LS	14,400.00	$14,400.00
		Total			**$ 398,726.00**

It is stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri shall be paid to all workmen performing work under this contract. In the event that the second party fails to pay each workman a sum equal to the stipulated prevailing wage rates, the second party shall pay unto the City as a penalty, the sum of ten dollars ($10.00) per day for each workman who is paid less than such stipulated rate for work done under this contract.

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

The Director of Public Works shall give the party of the second part notice in writing to commence said work, and the same shall be completed by April 30, 2014.

Should the party of the second part fail to complete said work on or before said date or such additional time allowed by the said date or such party of the first part, a penalty of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per calendar day shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works.

The second party agrees to keep posted in a prominent and easily accessible place at the site where the work is being performed, by it or each sub-contractor, a clearly legible statement of all prevailing wages pertaining to workmen engaged in the performance of this contract.

It is further stipulated that the second party will produce records of the wages paid to workmen employed in construction under this contract for the inspection of the Director of Public Works or members of his department.

It is further stipulated and agreed that before final payment is made or tax bills finally issued, that the second party provide an affidavit to the first party, stating that under this contract he has fully complied with the prevailing wage law.

It is further stipulated that the attached General Condition Requirements for Community Development Block Grant funds be adhered to and signed as part of this contract.

And when the work embraced in this contract is fully completed agreeable to the specifications and stipulations thereof and accepted by said City and upon certification to the Director of Finance, the contractor will be paid in cash.

IN WITNESS WHEREOF, the said City of Joplin, acting by and through the Director of Public Works, and the said party of the second part, having subscribed these presents the day and year first above written.

CITY OF JOPLIN

By _____
Party of the First Part
Nicholas A. Heatherly, PE
Director of Public Works

CONTRACTOR

By_____
Party of the Second Part

Federal ID No._____

Approved as to form this _____ day

of _____, 20___.

_____

Brian W. Head, City Attorney

I. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub recipient is an independent contractor.

C. Hold Harmless

The Sub recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this

contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and OMB Circular A-133.(A-133 Audit required if the Sub Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Reports

The Sub recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Sub recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Sub recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Sub recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing

regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the

program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Sub recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Sub recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises 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 may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part

5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based

paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Sub recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Sub recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such

activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub recipient, or any designated public agency.

5. Lobbying

The Sub recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Sub recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The Grantee's failure to act with respect to a breach by the Sub recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

[Sub recipient]

_____
Name

_____
Title

(City)

_____

Troy Bolander
Planning & Community Development
Manager

ATTEST:

_____

Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head
City Attorney

[NOTE: For the above sections, if the Sub recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

COUNCIL BILL NO. 2014-401 ORDINANCE NO.

AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00 /100 Dollars ($398,726.00) for Murphy Boulevard Trail 4th Street to 20th Street project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the contract, Exhibit A, be awarded to Emery Sapp & Sons in the amount of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00 /100 Dollars ($398,726.00) for Murphy Boulevard Trail 4th Street to 20th Street project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Fund and Parks Stormwater Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract, or substantially similar in form, for and on behalf of the City of Joplin with said contractor.

Section 4. 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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JANUARY 21, 2014

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT; ATTACHMENT: ELECTION RESULTS

Finance Director: Leslie Haase LH	**Date:** 1-7-14
City Attorney: Brian Head	**Date:** 1-8-14
City Manager: Mark Rohr RWR	**Date:** 1-14-14

INTRODUCTION:

This Council Bill approves an amendment to the Policemen's and Firemen's Pension Plan to allow for the purchase of separate disability insurance.

DISCUSSION:

Following a recent lawsuit against the pension plan concerning the calculation of disability benefits, the pension board researched how other pension plans handle disability benefits. This research indicated that many pension plans purchase a separate disability insurance policy.

Disability coverage would pay the same or better benefits provided by the pension plan from the time a participant is deemed to be disabled until that participant reaches normal retirement age. When the participant reaches normal retirement age, the pension plan would then make the retirement benefit payment, just the same as the plan would have if the participant had reached normal retirement. Additionally, the disability insurer would make the determination if a participant is disabled or not and the participant would have the right of appeal of that determination to the pension board.

The board researched the possibility of providing a disability benefit as set out by the court order in as fiscally responsible manner as possible. In order to determine if a disability policy is more cost effective than the plan paying the disability benefit directly, the board issued a bid to get a sample price of this type of coverage. The sample price obtained was $30,000.00 per year. By comparison, the plan actuary determined that the plan's assumed cost to pay this benefit directly could be $250,000 per year, although the actual cost could be more or less than that amount. This plan change pays the same benefit to the participant, but transfers the funding risk to a more cost effective method through this separate disability coverage.

The plan change would allow the board the ability to purchase group disability insurance for the active participants of the plan. This plan language change would not require a separate policy, but would merely give the board the ability to purchase such a policy.

An official election of the pension membership approving these language changes was held from December 9, 2013 to January 3, 2014. The membership voted 123 in favor and 82 against the proposed plan amendment.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2014-500 **ORDINANCE NO.**

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012 and March 18, 2013, to provide for the purchase of disability insurance; and containing an emergency clause.

WHEREAS, the Policemen's and Firemen's Pension Plan was last amended on March 18, 2013 by Ordinance Number 2013-068 to comply with the Heroes Assistance and Relief Tax Act of 2008; and

WHEREAS, the Board of Trustees of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri submitted to the qualified Plan Participants the question as to whether certain amendments should be made to the Plan; and,

WHEREAS, of the 203 active and 114 retired Pension Policemen and Firemen, 123 voted in favor of the Plan amendments, and 82 voted against the proposed Plan amendments.

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

Section 1. That Section 5.3 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended to read as follows:

5.3 DETERMINATION OF DISABILITY

The Board of Trustees may, at their option, hire a physician to examine any Covered Employee who appears to qualify for a disability benefit under this Section V, and to provide a medical opinion as to whether or not the condition causing the disability existed on the date of employment of such Covered Employee. If it is determined that the condition existed on the date of employment, no disability benefits shall be payable under this Section V.

If a Covered Employee who has been determined to have had a pre-existing condition, produces a contrary medical opinion issued by a physician of his choosing and hired at his expense, a third physician will make the final determination. Such third physician shall be one selected by the other two physicians, and the cost shall be shared by the Covered Employee and the Plan.

In the event a Covered Employee continues in covered employment (see the definition of "covered employment" in Section 1.13) for thirty-six (36) consecutive months, he shall not be denied disability benefits due solely to a pre-existing condition.

Notwithstanding anything to the contrary, at any time a disability insurance policy purchased by the Board of Trustees is in force with respect to a Covered Employee, any determination of whether the Covered Employee is disabled shall be made by the insurer that issued such policy. If the insurer determines that a Covered Employee is not disabled, the Covered Employee may appeal to the Board of Trustees to review such insurer's determination, provided that (a) the Covered Employee has timely pursued and exhausted all appeals offered by the insurer, (b) the appeal to the Board of Trustees is submitted within six (6) months after the date of the insurer's final determination, and (c) the Covered Employee causes the Board of Trustees to receive a copy of all information provided to the insurer in making its determination. The review by the Board of Trustees shall review only the information provided to the insurer, and the Board of Trustees shall not consider any information in support of the Covered Employee's appeal that was not provided to the insurer, except that the Board of Trustees may request and consider information from a third party that was not provided to the insurer that the Board of Trustees, in its sole and absolute discretion, deems necessary to make a decision on appeal.

Section 2. That the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended by adding a new section, to be numbered Section 5.5, to read as follows:

OFFSET FOR DISABILITY INSURANCE

The amount of any duty or non-duty disability benefit payable to a Covered Employee pursuant to this Section V (in the case of a duty disability benefit after reduction for any worker's compensation payment) shall be reduced, but not below zero, by the amount of any payments made on account of the Covered Employee's disability pursuant to any disability insurance purchased by the Board of Trustees.

Section 3. That Section 8.3 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri is hereby amended by renumbering subsection (O) as subsection (P), and adding a new subsection (O), to read as follows:

To purchase and hold one or more group contracts of disability insurance to insure against the disability of Covered Employees;

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (1) and (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, THIS

_____ day of _____, 2014, by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

STATEMENT OF ELECTION JUDGES

We, the undersigned Judges of the Election, do hereby certify that the following figures are the true and correct result of the Amended Plan Vote to the Policemen and Firemen's Pension Plan as determined by the participants' election held December 9, 2013 through January 3, 2014 in the Office of the City Clerk:

123 **Yes** 82 **No**

SIGNATURES OF JUDGES

Subscribed and sworn to before me this 6th Day of January, 2014

Barbara L Hogelin

Barbara Hogelin, MMC, MPCC, City Clerk

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: January 21, 2014

ITEM: Council Bill No. 2014-602; Request to accept the Southwest Missouri Cyber Crimes Task Force grant; and, to amend the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014.

ORIGINATING DEPARTMENT: Joplin Police Department

ATTACHMENTS: Council Bill No. 2014-602;

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 1-14-14
CITY MANAGER:	R. Mark Rohr	**DATE:** 1-15-14
FINANCE:	Leslie Haase	**DATE:** 1/15/14
LEGAL:	Brian W. Head	**DATE:** 1/14/14

INTRODUCTION:

The original budget appropriation for the Southwest Missouri Cyber Crimes Task Force grant was at One Hundred Forty- Seven Thousand Two Hundred Eighty-Four Dollars and Fifty Two Cents ($147,284.52). Since that time, we received notification that the grant awarded for the 2013-14 budget year will be for One Hundred Eighty-Four Thousand, Nine Hundred Sixty-Seven Dollars, and Thirty Cents ($184,967.30) .

DISCUSSION:

Originally the budget was approved in the amount of One Hundred Forty-Seven Thousand Two Hundred Eighty-Four Dollars and Fifty-Two Cents ($147,284.52) to be awarded in the 2013-14 budget year. After budget approval the State released the appropriation amount for the Southwest Missouri Cyber Crimes Task Force to be One Hundred Eighty-Four Thousand, Nine Hundred Sixty-Seven Dollars, and Thirty Cents ($184,967.30). This appropriation would increase the budget by Thirty-Seven Thousand, Six Hundred Eighty-Two Dollars and Seventy-Eight Cents ($37,682.78).

RECOMMENDATION:

Staff recommends Council Bill be passed in order to amend the 2013-2014 budget.

LJR:tls

COUNCIL BILL NO. 2014-602 ORDINANCE NO.

AN ORDINANCE accepting the Southwest Missouri Cyber Crimes Task Force grant; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013 and containing an emergency clause.

WHEREAS, the City of Joplin receives grant money on behalf of the Southwest Missouri Cyber Crimes Task Force; and

WHEREAS, the City of Joplin administers said funds for day-to-day operations of the Southwest Missouri Cyber Crimes Task Force; and

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

Section 1. That the City of Joplin accepts the Southwest Missouri Cyber Crimes Task Force Grant 2013-SCCG-005 in the amount of One Hundred Eighty-Four Thousand, Nine Hundred Sixty-Seven Dollars, and Thirty Cents ($184,967.30), which provides for the day-to-day operations of the Southwest Missouri Cyber Crimes Task Force.

Section 2. That the City Manager is hereby authorized and directed to accept the Southwest Missouri Cyber Crimes Task Force Grant.

Section 3. That fiscal year 2013-2014 budgeted appropriations as adopted by Ordinance 2013-248 be amended by increasing appropriations by the total amount of Thirty-Seven Thousand Six Hundred Eighty-Three Dollars and No Cents ($37,683.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That this Ordinance is an emergency within the meaning of Section 2.12 (4) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney