AMENDED October 31, 2014 C O U N C I L A G E N D A

November 3, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations
1. Proclamation for Pancreatic Cancer Awareness Month

2. Discuss the locations for the skatepark – Chris Cotten, Parks and Recreation Director

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings
Public Hearing Procedures
1. COUNCIL BILL NO. 2014-183 -AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6. Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

2. COUNCIL BILL NO. 2014-275 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and including in District C-2-PD property as described below and located at 1605-1609 East 20th Street in the City of Joplin, Jasper County, Missouri. (Requested by Charles Kuehn. Planning and Zoning recommended approval).

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.

3. COUNCIL BILL NO. 2014-276 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the southwest corner of 20th Street and Maiden Lane in the City of Joplin, Jasper County, Missouri. (Requested by Kum & Go. Planning and Zoning recommended approval).

4. COUNCIL BILL NO. 2014-277-AN ORDINANCE providing for the vacation of all right-of-way and utility easements for Virginia Avenue south of Interstate 44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between Interstate 44 and Grand Avenue, and Grand Avenue between Interstate 44 and 45th Street, in the City of Joplin, Newton County, Missouri. (Requested by Mercy Health Southwest Missouri/ Kansas Communities. Planning and Zoning recommended approval).

8. Consent Agenda

1. Minutes of the October 20, 2014 Council Meeting.

2. Minutes of the Special October 25, 2014 Council Meeting.

3. COUNCIL BILL NO. 2014-273 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3-PD property as described below and located at 305 South High Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2014-274 - AN ORDINANCE providing for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2014-621 - AN ORDINANCE approving a License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, a Municipal Corporation, and Crowder College; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-186 -AN ORDINANCE approving the Redevelopment Plan for property known as the Haugton Block Building located at 824 S. Main St; by Jeremy and Lori Haun, in accordance with the Redevelopment Plan as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 824 S. Main St., Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2015 and fifty (50%) for the following five (5) years, commencing January 1, 2025; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause.

2. COUNCIL BILL NO. 2014-413 - AN ORDINANCE authorizing the City of Joplin to amend an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed to compensate for activity delivery services incurred related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the Planning and Community Development Director to execute said Amendment for the City, and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-025 - AN ORDINANCE amending subparagraph (e), Section 42-35, Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin.

2. COUNCIL BILL NO. 2014-184 - AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2320 S. Hall St., Webb City, MO and owned by Don's Cold Storage and Transportation, LLC.

3. COUNCIL BILL NO. 2014-185 - AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7931 E. 24th St. and owned by Magoulas Enterprises Inc, dba Component Packaging.

4. COUNCIL BILL NO. 2014-620 - AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

5. COUNCIL BILL NO. 2014-622 - AN ORDINANCE approving a License Agreement with Internet Destination Sales System (iDSS) for Customer Relations Management software for the Convention and Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. News from the PIO

2.Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 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 30th day of October, 2014. (RSMo 610.020)

PRESENTATIONS:

- Proclamation for Pancreatic Cancer Awareness Month

- Discuss the locations for the skate park – Chris Cotten, Parks & Recreation Director

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the Joplin City Council regarding an item on the Council Agenda, are requested to follow these rules:

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

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

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

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

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

Thank you for your consideration and understanding.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014
Council Bills No. 2014 - 183
Item: New Rate Structure for Joplin Sewer Utilities

Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2014-183
2) Appendix 1 (Burns and McDonnell Rate Study)

Operations Department: Lynden Lawson	Date: 10/28/2014
Department Head: Nicholas A. Heatherly	Date: 10/28/14
Finance Department: Leslie Haase	Date: 10-29-14
City Attorney: Peter C. Edwards	Date: 10/29/14
Interim City Manager: Samuel L. Anselm	Date: 10/29/14

Recommended Action: 1) Approval of New Rate Structure for all customers inside and outside the city limits for sewer utilities per guidance set by the 2014 wastewater rate study.

Background:
The current sewer rates were established in a rate study conducted in 2008 and became effective on January 1, 2009. Council Bill 2009-013 was authorized by the city to incorporate the City's current rate structure for the customers of Joplin. Those rates were set at 5% per year for a five year period that will end December 31, 2014. Due to the deepening recession of that time period, the community elected to set a level, minimal rate increase, although higher increases were recognized as being warranted to maintain an effective operation and maintenance program.

In 2013 the City of Joplin hired Burns and McDonnell (Council Bill 2013-234) to convene a rate study analysis to determine what rates are needed to fund the city's wastewater treatment and maintenance programs. That study was completed and is the basis for the recommended action.

On October 28, 2014 staff held meetings with commercial/industrial customers and with the satellite jurisdictions that transport their wastewater to the City of Joplin where it is treated and discharged in accordance with our NPDES permit issued by the State of Missouri.

Discussion:
The staff and a representative of Burns and McDonnell presented council with the proposed new rate structure on October 13, 2014 during a Council work session. At the conclusion of that meeting, Council directed Staff to proceed with preparing the necessary council bill for consideration at the November 3, 2014 City Council meeting. The rate study recommends increasing the sewer rates by 8% in 2015, 9% in 2016, 10% in 2017; 11% in 2018 and 12% in 2019 and that these rates would be applicable to all customers. All customers served that are not

within the city limits of Joplin will pay those same rates, times a multiplier of 1.3. Approval of this rate structure will provide the City with the resources to adequately operate and maintain the wastewater collection and treatment system in a manner that will meet our permit requirements.

Recommendation: Staff recommends that approval of Council Bill 2014-183 on first reading.

COUNCIL BILL NO. 2014-183 **ORDINANCE NO. 2014-000**

AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6. Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

WHEREAS, in 2009 the Council of the City of Joplin established a sewer rate based upon the cost of providing the sewer infrastructure and the cost of treating, on a per usage basis, the waste stream; and, for industrial and commercial users with additional surcharges for usage and waste water strength; and,

WHEREAS, the Council of the City of Joplin heard a presentation report regarding the proposed rates at the October 13, 2014 regular meeting of the Council; and,

WHEREAS, in 2014 the consulting firm of Burns and McDonnell have reviewed the City's wastewater treatment system and have provided rate recommendations; and,

WHEREAS, the rates increase each year, 2015 through 2019; and,

WHEREAS, only those residential, commercial, industrial and governmental persons or entities utilizing the system will be responsible for payment of sewer fees; and,

WHEREAS, the rate charged to out-of-town users is higher, in part, because those users do not bear the potential liability associated with a wastewater treatment system that City residents may incur; and,

WHEREAS, the proposed rate increase herein is based on the actual cost of providing the sewer infrastructure and cost of treating the waste stream; and,

WHEREAS the Council of the City of Joplin has determined that the rate structure proposed is the most equitable way to balance the cost maintaining an environmentally compliant and effective sewerage system.

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

Section 1. That Sections 118-201 through 118-202, inclusive, of Division 6. Rates and Charges. of Division II. Sewers and Sewage Disposal. of Chapter 118. Utilities. of the Joplin City Code, are hereby repealed in their entirety, and a new Division 6. Rates and Charges., Sections 118-201 through 118-202 are hereby enacted in lieu thereof, to read as follows:

DIVISION 6. RATES AND CHARGES

Sec. 118-201. Generally.

Sewer service charges are hereby levied against every residential, commercial, industrial and governmental user connected to public sewers in accordance with the rate recommendation documented in the 2014 Burns and McDonnell rate study, said rate study is incorporated herein by reference as Appendix 1. The proceeds of such charges so derived will be used first, for the purpose of retiring the debt for the public wastewater treatment works and then for the purpose of operation, maintaining and replacing the sewer system and equipment.

Sec. 118-202. Rates and surcharges.

(a.) All residential, commercial, industrial and governmental establishments shall be charged for sewer service in accordance with the following rate table. The sewer service charge shall consist of a monthly facility charge based upon the size of water meter plus a charge based upon the gallons of water used per month. The charges shall become effective on the dates listed in the table. The rate effective on January 1, 2019, shall be effective thereafter until changed.

RATE TABLE I

3/4 Inch Meter or Smaller

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	19.60	25.48	1.29	1.68
January 1, 2015	21.17	27.52	1.39	1.81
January 1, 2016	23.08	30.01	1.52	1.98
January 1, 2017	25.39	33.00	1.67	2.17
January 1, 2018	28.18	36.63	1.85	2.41
January 1, 2019	31.56	41.03	2.07	2.69

1 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	25.17	32.72	1.29	1.68
January 1, 2015	27.18	35.33	1.39	1.81
January 1, 2016	29.63	38.52	1.52	1.98
January 1, 2017	32.59	42.37	1.67	2.17
January 1, 2018	36.17	47.02	1.85	2.41
January 1, 2019	40.51	52.66	2.07	2.69

1 ½ Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	39.10	50.82	1.29	1.68
January 1, 2015	42.23	54.90	1.39	1.81
January 1, 2016	46.03	59.84	1.52	1.98
January 1, 2017	50.63	65.82	1.67	2.17
January 1, 2018	56.20	73.06	1.85	2.41
January 1, 2019	62.94	81.82	2.07	2.69

2 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	55.80	72.53	1.29	1.68
January 1, 2015	60.26	78.34	1.39	1.81
January 1, 2016	65.68	85.38	1.52	1.98
January 1, 2017	72.25	93.93	1.67	2.17
January 1, 2018	80.20	104.26	1.85	2.41
January 1, 2019	89.82	116.77	2.07	2.69

3 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	94.76	123.19	1.29	1.68
January 1, 2015	102.34	133.04	1.39	1.81
January 1, 2016	111.55	145.02	1.52	1.98
January 1, 2017	122.71	159.52	1.67	2.17
January 1, 2018	136.21	177.07	1.85	2.41
January 1, 2019	152.56	198.33	2.07	2.69

4 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	150.41	195.54	1.29	1.68
January 1, 2015	162.44	211.17	1.39	1.81
January 1, 2016	177.06	230.18	1.52	1.98
January 1, 2017	194.77	253.20	1.67	2.17
January 1, 2018	216.19	281.05	1.85	2.41
January 1, 2019	242.13	314.77	2.07	2.69

6 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	289.59	376.47	1.29	1.68
January 1, 2015	312.76	406.59	1.39	1.81
January 1, 2016	340.91	443.18	1.52	1.98
January 1, 2017	375.00	487.50	1.67	2.17
January 1, 2018	416.25	541.13	1.85	2.41
January 1, 2019	466.20	606.06	2.07	2.69

(b.) A surcharge rate is established for each user which discharges wastewater into the city treatment works which contains excess strength biochemical oxygen demand (BOD) and total suspended solids (TSS.) Excess strength BOD and TSS are defined as wastewater with a BOD concentration in excess of 2.5 lb/l,000 gallons or a TSS concentration in excess of 2.5 lb/l,000 gallons. Surcharges for BOD and TSS shall be paid at the rates established in Rate Table II, and shall be paid in addition to the normally established rates listed in Rate Table I. The charges shall become effective on the dates listed in the table, and shall be applicable through the subsequent year. The rate effective on January 1, 2019 shall be effective thereafter until changed.

RATE TABLE II

EFFECTIVE DATE	BOD SURCHARGE RATE PER POUND		SS SURCHARGE RATE PER POUND	
	In City	Out of City	In City	Out of City
Present Rate (2014)	0.55	0.72	0.32	0.41
January 1, 2015	0.59	0.77	0.35	0.46
January 1, 2016	0.64	0.83	0.38	0.49
January 1, 2017	0.70	0.91	0.42	0.55
January 1, 2018	0.78	1.01	0.47	0.61
January 1, 2019	0.87	1.13	0.53	0.69

(c) In addition to any fee or surcharge described hereinabove, any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost or operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

Section 2. In the event that any provision or portion of Section 118-201 or 118-202 of Section 1. of this ordinance are declared illegal, unconstitutional or otherwise invalid, this ordinance shall not be considered severable; however, in the event that any other provision of this ordinance shall be declared illegal, unconstitutional or otherwise invalid, that provision shall be deemed severed here from and the balance thereof shall be construed and enforced as if this ordinance did not contain the particular portion or provision held to be void.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____ 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

APPENDIX 1

Report on the

Wastewater Rate Study

City of Joplin, Missouri

Project No. 77304

October 2014

Wastewater Rate Study

prepared for

City of Joplin, Missouri

October 2014

Project No. 77304

prepared by

Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri

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LIST OF ABBREVIATIONS

Abbreviation	Term/Phrase/Name
BMcD	Burns & McDonnell
BOD	Biochemical Oxygen Demand
CIP	Capital Improvement Program
FTE	Full Time Equivalent Employee
I/I	Infiltration/Inflow
Mgal	One Thousand Gallons
O&M	Operation and Maintenance
TSS	Total Suspended Solids

1.0 EXECUTIVE SUMMARY

The City of Joplin, Missouri (City) retained Burns & McDonnell to perform a wastewater rate study (Study) for the City's wastewater system. The Study establishes a five-year financial plan and develops a schedule of proposed rates for each of the five years. Burns & McDonnell previously completed a similar study for the City in 2009.

This Report and the associated Executive Summary presents the major findings of the Study applicable to the City's Wastewater Utility.

1.1 Financial Planning

Comprehensive financial planning conducted for the Wastewater Utility indicates that revenues under existing rates are not adequate to meet the current and projected cash obligations of the utility over the Study period. The need for revenue adjustments is influenced by the following factors:

- Flat user charge revenue projections;
- Substantial need for rehabilitation and repair of existing wastewater infrastructure;
- Increased cost of operations as a result of anticipated inflationary pressures; and
- Maintenance of reasonable operating and capital reserves.

System-wide revenue adjustments have been proposed to provide adequate funding for operations and capital needs while maintaining an appropriate level of reserves. These increases are summarized in Table 1-1 below, and assume implementation on January 1 of each indicated year.

Table 1-1: Proposed Wastewater Revenue Increases

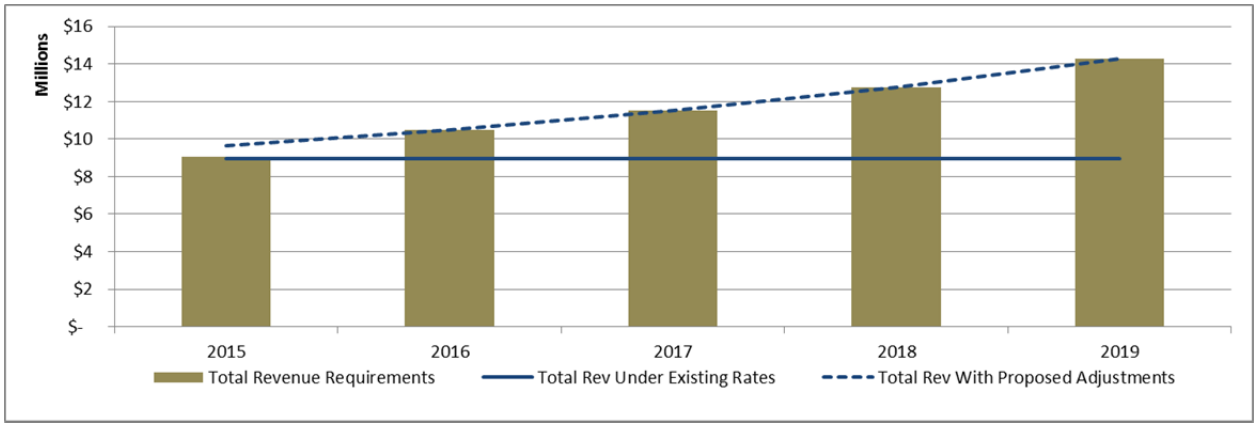
Year	Proposed Revenue Increase
2015	8.0%
2016	9.0%
2017	10.0%
2018	11.0%
2019	12.0%

The pattern of 1.0 percent per year increases in the annual adjustments shown in Table 1-1 should not be interpreted to suggest that future revenue adjustments beyond 2019 will continue in such a pattern. The proposed revenue increases were developed to phase in needed revenue funding over time. Revenue

increases beyond 2019 will be evaluated based on the operating and capital funding needs in future analyses.

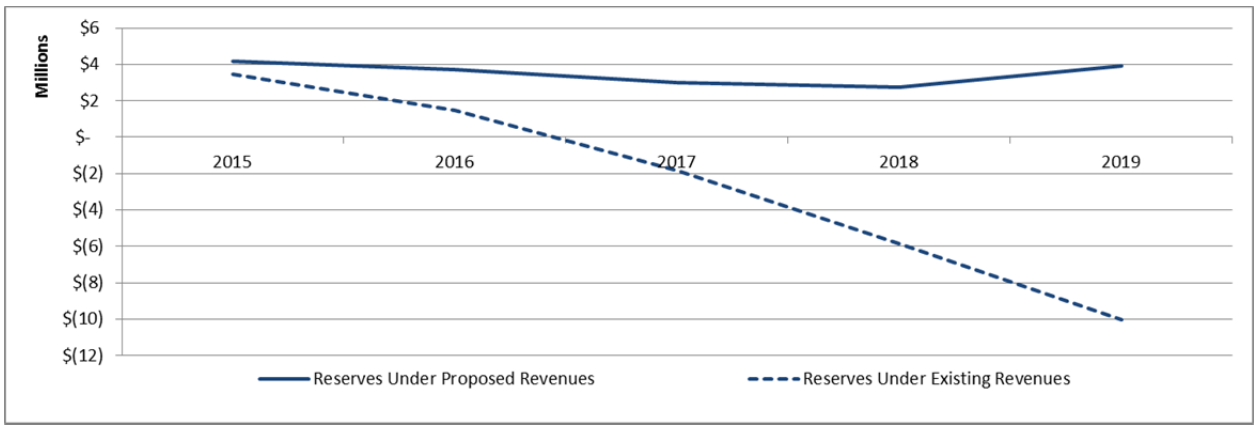
The financial plan is illustrated in Figure 1-1 below, in which the bars represent the major annual cash obligations while the lines depict revenues with and without proposed revenue adjustments. As shown, revenues projected the proposed revenue adjustments are sufficient to meet projected obligations.

Figure 1-1: Wastewater Utility Operating Cash Flow with Proposed Revenue Adjustments



Reserve balances are projected in Figure 1-2, depicted with and without the proposed revenue adjustments. Without the proposed revenue adjustments, existing reserves are projected to be exhausted during 2016. With the proposed revenue adjustments, reserves are anticipated to stabilize at about $4 million by the end of the Study period, a level consistent with projected 2015 balances.

Figure 1-2: Wastewater Utility Projected Reserve Balances



1.2 Proposed Rates

Proposed rates were developed assuming across the board increases in user charges, meaning that all rates under the existing rate structure were proportionately increased in accordance with the system

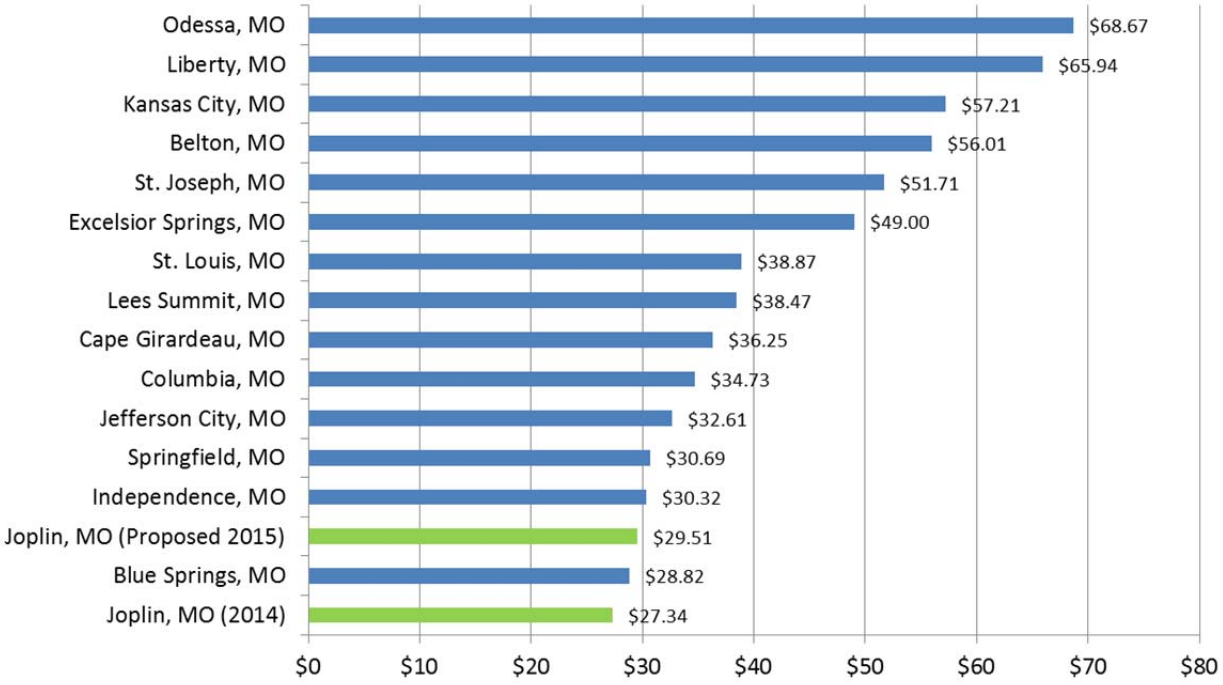
adjustments summarized in Table 1-1. Existing and proposed Inside City rates are shown in Table 1-2. Outside City rates are 1.30 times Inside City rates.

Table 1-2: Existing and Proposed Wastewater Rates

Line No.	Description	Existing 2014	Proposed 2015	2016	2017	2018	2019
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 19.60	$ 21.17	$ 23.08	$ 25.39	$ 28.18	$ 31.56
2	1"	$ 25.17	$ 27.18	$ 29.63	$ 32.59	$ 36.17	$ 40.51
3	1.5"	$ 39.10	$ 42.23	$ 46.03	$ 50.63	$ 56.20	$ 62.94
4	2"	$ 55.80	$ 60.26	$ 65.68	$ 72.25	$ 80.20	$ 89.82
5	3"	$ 94.76	$ 102.34	$ 111.55	$ 122.71	$ 136.21	$ 152.56
6	4"	$ 150.41	$ 162.44	$ 177.06	$ 194.77	$ 216.19	$ 242.13
7	6"	$ 289.59	$ 312.76	$ 340.91	$ 375.00	$ 416.25	$ 466.20
8	**Volume Charge - $/1,000 gal**	$ 1.29	$ 1.39	$ 1.52	$ 1.67	$ 1.85	$ 2.07
9	**BOD Surcharge - $/lb**	$ 0.55	$ 0.59	$ 0.64	$ 0.70	$ 0.78	$ 0.87
10	**SS Surcharge - $/lb**	$ 0.32	$ 0.35	$ 0.38	$ 0.42	$ 0.47	$ 0.53

A comparison of the City's existing and proposed monthly Residential typical bills to other regional and state wastewater utilities was also conducted. The comparison shown in Figure 1-3 indicates that a typical residential wastewater bill under proposed rates is competitively positioned among regional wastewater utilities.

Figure 1-3: Regional Residential Monthly Wastewater Bill Comparison (6,000 gallons/month)



2.0 INTRODUCTION

2.1 Study Background

The City of Joplin, Missouri (City) retained Burns & McDonnell (BMcD) to perform a wastewater rate study (Study) for the City's wastewater system. The Study establishes a five-year financial plan and develops a schedule of proposed rates for each of the five years. Burns & McDonnell previously completed a similar study for the City in 2009.

The Wastewater Utility is facing several challenges which are prevalent in the municipal wastewater industry:

- Flat user charge revenue projections;
- Substantial need for rehabilitation and repair of existing wastewater infrastructure;
- Increased cost of operations as a result of anticipated inflationary pressures; and
- Maintenance of reasonable operating and capital reserves.

In addition to the challenges noted above, additional costs are phased-in over the Study period to provide for the addition of two wastewater treatment plant operators, one commercial facility inspector, and additional sewer maintenance personnel.

The financial plan presented herein is designed to increase revenues to adequately meet operating and capital funding requirements.

2.2 Project Approach

To meet the project objectives identified by the City, BMcD conducted the Study in a two-step approach.

Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?" The Financial Planning Analysis is presented in Section 3.0 of this report.

Step 2: Rate Design provides for the required revenue recovery. Once the overall level of revenue required is identified, schedules of rates for each rate class are developed that will generate revenues accordingly. The Rate Design Analysis is detailed in Section 4.0 of this report.

3.0 FINANCIAL PLANNING ANALYSIS

The primary objective addressed in the Financial Planning Analysis is revenue adequacy. The results of the Financial Planning Analysis answer the questions:

- "Are the existing rates adequate?"
- "If not, what level of overall revenue increase is needed?"

To determine if the existing schedule of rates can be expected to generate revenues sufficient to meet the City's operating and capital costs, BMcD prepared a five-year financial projection of revenues and expenditures for the utility. A comparison of projected revenues and expenditures provides insight into the adequacy of overall revenue levels.

Our approach to Financial Planning involves the following basic steps:

1. Project revenues under existing rates.
2. Project utility operating and capital expenditures.
3. Assemble the five-year financial plan.

The planning period includes the current fiscal year, 2014, as a budget year and a five-year forecast period, FY 2015 – FY 2019. The City utilizes a twelve-month fiscal year beginning November 1 and ending October 31. The Financial Plan Analysis recognizes and references the same fiscal year in the five-year planning period.

This section of the report discusses how the Wastewater Utility financial plan was developed, and identifies proposed revenue adjustments needed to provide adequate funding for future costs.

3.1 Wastewater Utility Revenues under Existing Rates

The first step in the Financial Plan Analysis was to project revenues under the existing schedule of rates.

3.1.1 Historical and Projected Customers

Table 3-1 presents the historical wastewater customers served by the City for 2013 and forecasted customers for 2014 to 2019. Staff indicated Joplin has experienced relatively little change in the number of accounts. Forecasted wastewater accounts reflect no growth for residential accounts for 2014 through 2019.

3.1.2 Historical and Projected Volumes

Table 3-1 also presents 2013 billed volumes and forecasted volumes for 2014 to 2019. Annual wastewater volumes are projected to remain constant over the Study period, consistent with the stable projection of customer accounts.

Table 3-1: Historical and Projected Accounts and Volume

Line No.		Historical 2013	Estimated 2014	Projected 2015	2016	2017	2018	2019
	Accounts							
1	Residential - Inside	16,374	16,374	16,374	16,374	16,374	16,374	16,374
2	Residential - Outside	705	705	705	705	705	705	705
3	Commercial - Inside	1,799	1,799	1,799	1,799	1,799	1,799	1,799
4	Commercial - Outside	91	91	91	91	91	91	91
5	Industrial - Inside	14	14	14	14	14	14	14
6	Other Public Authority - Inside	93	93	93	93	93	93	93
7	Other Public Authority - Outside	2	2	2	2	2	2	2
8	Total Accounts	19,078	19,078	19,078	19,078	19,078	19,078	19,078
	Billed Volume *(1000 Gallons)*							
9	Residential - Inside	847,294	847,290	847,290	847,290	847,290	847,290	847,290
10	Residential - Outside	49,875	49,880	49,880	49,880	49,880	49,880	49,880
11	Commercial - Inside	688,443	688,440	688,440	688,440	688,440	688,440	688,440
12	Commercial - Outside	71,093	71,090	71,090	71,090	71,090	71,090	71,090
13	Industrial - Inside	640,531	640,530	640,530	640,530	640,530	640,530	640,530
14	Other Public Authority - Inside	29,982	29,980	29,980	29,980	29,980	29,980	29,980
15	Other Public Authority - Outside	13,747	13,750	13,750	13,750	13,750	13,750	13,750
16	Total Billed Volume	2,340,964	2,340,960	2,340,960	2,340,960	2,340,960	2,340,960	2,340,960

3.1.3 Existing Wastewater Rates

The current wastewater rate schedule is shown in Table 3-2 and features a monthly facility charge based on meter size and a volume charge per 1,000 gallons. Outside City rates are based on a 30 percent differential over the Inside City rates. Industrial customers with high strength discharge are monitored and assessed a surcharge based on pounds in excess of 300 mg/l for both BOD and TSS. The current rates were implemented in 2014.

3.1.4 User Charge Revenues under Existing Rates

Table 3-3 presents 2013 user charge revenues and forecasted user charge revenues under existing rates for the 2014 to 2019 planning period.

Historical wastewater user charge revenues were $8,287,066 in 2013. Forecasted user charge revenues reflect the stable forecast of customers and volumes previously presented. Revenues for FY 2014 reflect an adopted five percent increase in rates. Overall, projected wastewater user revenues under existing rates are projected to remain flat at $8,701,300.

Table 3-2: Existing Wastewater Rates

		FY 2014 Inside City	FY 2014 Outside City
Monthly Facility Charge:	3/4" or smaller	$ 19.60	$ 25.48
	1"	$ 25.17	$ 32.72
	1.5"	$ 39.10	$ 50.82
	2"	$ 55.80	$ 72.53
	3"	$ 94.76	$ 123.19
	4"	$ 150.41	$ 195.54
	6"	$ 289.59	$ 376.47
Volume Charge:			
per 1,000 gallons		$ 1.29	$ 1.68
Surcharges ($/lb):			
BOD		$ 0.55	$ 0.72
SS		$ 0.32	$ 0.41

Table 3-3: Historical and Projected Wastewater User Revenues

Line No.		Historical 2013	Estimated 2014	Projected 2015	2016	2017	2018	2019
	User Revenues under Existing Rates (a)							
1	Residential - Inside	$5,020,105	$5,271,100	$5,271,100	$5,271,100	$5,271,100	$5,271,100	$5,271,100
2	Residential - Outside	310,744	326,300	326,300	326,300	326,300	326,300	326,300
3	Commercial - Inside	1,284,241	1,348,400	1,348,400	1,348,400	1,348,400	1,348,400	1,348,400
4	Commercial - Outside	160,142	168,100	168,100	168,100	168,100	168,100	168,100
5	Industrial - Inside (b)	1,419,431	1,490,400	1,490,400	1,490,400	1,490,400	1,490,400	1,490,400
6	Other Public Authority - Inside	69,748	73,200	73,200	73,200	73,200	73,200	73,200
7	Other Public Authority - Outside	22,655	23,800	23,800	23,800	23,800	23,800	23,800
8	Total User Revenues	$8,287,066	$8,701,300	$8,701,300	$8,701,300	$8,701,300	$8,701,300	$8,701,300

(a) 2014 revenues reflect a 5% increase in rates
(b) Includes BOD and SS charges

3.2 Wastewater Utility Expenditures

The Wastewater Utility's primary expenditures include the following operating and capital costs:

- Operation and Maintenance (O&M) Expenses
- Capital Improvement Program (CIP) Expenditures

3.2.1 O&M Expenses

Table 3-4 presents the recent wastewater O&M expense history and the projection of wastewater system O&M expenses through the 2019 planning period. The wastewater O&M expenses include the costs of Billing & Collection, Sewer Treatment and Sewer Maintenance. Expenses summarized on Table 3-4

reflect operating costs associated with the Wastewater Utility. Costs related to major capital projects are excluded from Table 3-4 and will be discussed later in this report.

Wastewater O&M expenses amounted to $4,515,832 in 2013. O&M costs for 2014 are based on the approved budget. Projected O&M expenses are escalated from budgeted 2014 amounts based on an overall inflationary assumption of 2.0 percent, with the exceptions identified below.

Beginning in 2015, the utility is forecasting additional resources to be included in the expenses. The additions include wastewater treatment plant operators in 2015, a commercial facility inspector in 2016, and sewer maintenance personnel in 2017. These additions are shown on Lines 28 through 31 of Table 3-4. Total O&M expenses are projected to increase from $4,631,700 in 2014 to $5,434,300 in 2019. Overall, O&M expenses are anticipated to increase on average 3.2 percent per year.

3.2.1.1 Projected Capital Improvement Expenditures

Table 3-5 shows the projected capital improvement expenditures identified by City personnel for the 2014 to 2019 planning period. The capital improvement plan is focused on rehabilitation and repair of existing Wastewater Utility infrastructure, with initiatives planned within the collection system and at the treatment plant facilities.

The City anticipates funding the CIP through user charge revenues and does not plan to issue any additional debt. The projected CIP is forecasted to range from $1,957,800 in FY 2015 to $4,220,000 in FY 2019, for a total of $18.9 million for the forecast period. Rehabilitation and renewal needs of the wastewater system are significant. The plan as presented in Table 3-5 increases spending over time to phase in the impact over a longer time horizon.

3.2.2 Projected Debt Service Requirements

The Wastewater Utility currently has four outstanding debt issues. Based on the proposed capital plan and funding strategy, the Wastewater Utility does not plan to issue debt during the Study period. After the Series 1995C issue is retired in 2015, existing debt service is projected to decrease from $2,859,700 in FY 2015 to $2,133,300 in FY 2019. Table 3-6 summarizes existing debt service requirements.

Table 3-4: Historical and Projected Operation and Maintenance Expenses

Line No.		Historical 2013	Budgeted 2014	Projected 2015	2016	2017	2018	2019
	Billing & Collection							
1	Personnel Services	79,812	131,000	133,600	136,300	139,000	141,800	144,600
2	Supplies	18,566	6,800	6,900	7,000	7,100	7,200	7,300
3	Utilities	92,372	98,100	100,100	102,100	104,100	106,200	108,300
4	Professional Fees	26,760	-	-	-	-	-	-
5	Other Purchases	8,351	258,500	263,700	269,000	274,400	279,900	285,500
6	Other Services	241,941	55,000	56,100	57,200	58,300	59,500	60,700
7	Total Billing and Collection	467,802	549,400	560,400	571,600	582,900	594,600	606,400
			17.4%	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Sewer Treatment							
8	Personnel Services	1,439,498	1,573,500	1,605,000	1,637,100	1,669,800	1,703,200	1,737,300
9	Supplies	179,141	234,600	239,300	244,100	249,000	254,000	259,100
10	Utility Services	986,435	787,000	802,800	818,900	835,300	852,000	869,000
11	Repairs & Maintenance	151,264	117,500	119,900	122,300	124,700	127,200	129,700
12	Professional Fees	88,475	140,000	142,800	145,700	148,600	151,600	154,600
13	Travel & Training	23,423	28,400	29,000	29,600	30,200	30,800	31,400
14	Other Services	29,353	34,100	34,700	35,400	36,100	36,800	37,500
15	Insurance Services	53,556	52,000	53,100	54,200	55,300	56,400	57,500
16	Other Fees	525,048	302,600	308,700	314,900	321,200	327,600	334,200
17	Total Sewer Treatment Expense	3,476,192	3,269,700	3,335,300	3,402,200	3,470,200	3,539,600	3,610,300
			-5.9%	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Sewer Maintenance							
18	Personnel Services	321,785	360,500	367,700	375,100	382,600	390,300	398,100
19	Supplies	(40,960)	62,700	63,900	65,200	66,500	67,800	69,200
20	Utility Services	32,707	27,200	27,700	28,300	28,900	29,500	30,100
21	Repairs & Maintenance	162,157	222,000	226,400	230,900	235,500	240,200	245,000
22	Professional Fees	-	-	-	-	-	-	-
23	Travel & Training	-	1,800	1,800	1,800	1,800	1,800	1,800
24	Other Services	12,441	22,100	22,500	23,000	23,500	24,000	24,500
25	Insurance Services	14,298	15,000	15,300	15,600	15,900	16,200	16,500
26	Other Fees	69,410	101,300	103,300	105,400	107,500	109,700	111,900
27	Total Sewer Maintenance Expense	571,838	812,600	828,600	845,300	862,200	879,500	897,100
			42.1%	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Additional Resources							
28	Shoal Creek Operators			160,500	160,500	160,500	160,500	160,500
29	Commercial Facility Inspector			-	-	63,000	63,000	63,000
30	Sewer Maintenance Personnel			-	-	-	97,000	97,000
31	Total Additional Resources	-	-	160,500	160,500	223,500	320,500	320,500
32	Total Sewer Operating Expenses	4,515,832	4,631,700	4,884,800	4,979,600	5,138,800	5,334,200	5,434,300
			2.6%	*5.5%*	*1.9%*	*3.2%*	*3.8%*	*1.9%*

Table 3-5: Capital Improvement Program

Line No.		Budgeted 2014	Projected 2015	2016	2017	2018	2019	Total
1	Replacement Progressive Cavity Pump	25,000	-	-	-	-	-	25,000
2	Replacement 1/2-Ton Truck (2)	39,000	-	-	-	-	-	39,000
3	Lift Station Upgrade - Twin Hills	65,000	-	-	-	-	-	65,000
4	Sewer System Data Management Project	50,000	-	-	-	-	-	50,000
5	7th St. East Annexation Sanitary Sewer Extension	400,000	-	-	-	-	-	400,000
6	Other Replacement/Improvement Projects	34,000	-	-	-	-	-	34,000
7	Rehab Flying J Lift Station	-	70,000	70,000	-	-	-	140,000
8	Bar Screen Tin Cup Lift Station	-	-	75,000	-	-	-	75,000
9	Replace 50hp Pumps w/3 75hp Pumps Filmore Bridge	-	-	120,000	120,000	-	-	240,000
10	Replace/Rehab Lift Station Filmore Bridge	-	-	100,000	300,000	-	-	400,000
11	Parallel Line from Fillmore Bridge to 24" pipe to SC	-	-	150,000	175,000	175,000	-	500,000
12	Replace/Rehab Lift Station 30th & Black cat	-	-	-	80,000	85,000	-	165,000
13	Replace Control Boxes/Equip Lift Stations	-	-	-	100,000	100,000	-	200,000
14	Tin Cup Pressure Sewer	-	-	-	250,000	250,000	250,000	750,000
15	Replace/Rehab Lift Station Tin Cup	-	-	-	350,000	450,000	300,000	1,100,000
16	Replace/Rehab Lift Station 20th & Blackcat	-	-	-	-	70,000	-	70,000
17	Replace Screw Pumps w/Submersibles	-	-	-	-	500,000	-	500,000
18	Replace Sand Filters w/Diamond Fabric Filters	-	-	-	-	-	525,000	525,000
19	Replace Media in Trickling Filters	-	-	-	-	-	75,000	75,000
20	Replacement Grit Augers/Troughs	-	-	-	-	-	125,000	125,000
21	Replace Muffin Monster Communiter	-	-	-	-	-	50,000	50,000
22	Clean-out of Digestors	-	-	-	-	-	350,000	350,000
23	Replace/Rehab Lift Station Able Body	-	-	-	-	-	70,000	70,000
24	Engineering	-	240,000	425,000	600,000	575,000	625,000	2,465,000
25	Replacement Fund Projects	-	200,000	200,000	200,000	200,000	200,000	1,000,000
26	Capital Expenses Sewer Treatment	100,000	225,000	225,000	325,000	375,000	450,000	1,700,000
27	Capital Expenses Sewer Collection system	1,450,000	1,222,800	1,250,000	1,224,500	1,450,000	1,200,000	7,797,300
28	Total Capital Improvement Projects	2,163,000	1,957,800	2,615,000	3,724,500	4,230,000	4,220,000	18,910,300

Table 3-6: Existing and Proposed Debt Service

Line No.		Budgeted 2014	Projected 2015	2016	2017	2018	2019
	Existing Debt Issues						
1	Series 1995C	1,759,700	1,764,400	-	-	-	-
2	Series 2009	80,700	81,200	81,500	81,800	82,100	82,500
3	Series 2010	185,500	184,000	393,300	395,000	396,700	398,300
4	Series 2011	836,900	830,100	1,626,900	1,635,300	1,643,100	1,652,500
5	Total Existing Debt Service	2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,300
6	Total Proposed Debt Service	-	-	-	-	-	-
7	Total Debt Service	2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,300

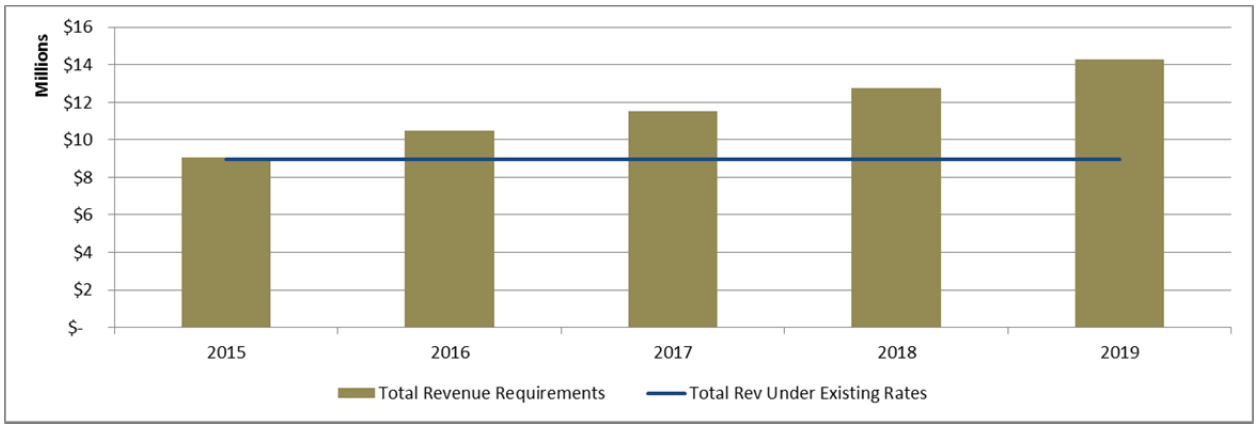
3.3 Wastewater Utility Five-Year Financial Plan

Based on the information described within this report, a financial plan has been assembled. This financial plan aggregates the forecasted revenues and expenses described previously to assess the ability of revenues under existing rates to meet all operating and capital requirements. The cash flow analysis identifies the overall increase in revenues needed to meet the City's overall financial objectives.

3.3.1 Wastewater System Operating Flow of Funds

Figure 3-1 demonstrates the relationship between revenues under existing rates and the projected revenue requirements for the Wastewater Utility. As indicated in Figure 3-1, revenues in 2015 are not sufficient to meet the forecasted O&M and CIP expenses. This operating forecast is not sustainable; if forecasted costs are realized and revenues are unchanged, the Wastewater Utility will not be able to fully fund the projected operating and capital costs and will rapidly deplete reserves.

Figure 3-1: Wastewater Utility Cash Flow under Existing Rates



The following revenue increases are proposed to address the projected operating deficits of the Wastewater Utility.

Table 3-7: Proposed Wastewater Revenue Increases

Year	Proposed Revenue Increase
2015	8.0%
2016	9.0%
2017	10.0%
2018	11.0%
2019	12.0%

The pattern of 1.0 percent per year increases in the annual adjustments shown in Table 3-7 should not be interpreted to suggest that future revenue adjustments beyond 2019 will continue in such a pattern. The proposed revenue increases were developed to phase-in needed revenue funding over time. Revenue increases beyond 2019 will be evaluated based on the operating and capital funding needs in future analyses.

These adjustments will address the projected operating deficits over time and provide capital funding necessary to implement the CIP. A detailed cash flow illustrating the impact of these adjustments is presented in Table 3-8.

Line 1 of Table 3-8 shows user revenues under existing rates, as shown previously on Line 9 of Table 3-3. Lines 2 through 6 of Table 3-8 present the proposed revenue increases needed to finance the City's operating and capital costs for the planning period. Total user revenues are summarized on Line 8 of Table 3-8. Total Other Sewer Revenue on Line 12 includes Charges & Assessments, Interest Income and Other Income. These revenues are anticipated to remain flat throughout the forecast period. Line 13 shows the total operating revenues forecasted over the study period. Including proposed revenue adjustments, total Wastewater Utility operating revenues are projected to range from $9.7 million in 2015 to $14.3 million in 2019.

Operating revenue requirements are shown on Lines 14 through 19 of Table 3-8. O&M expenses, identified previously on Line 32 of Table 3-4, are shown on Line 14 of Table 3-8. Transfers to the City are shown on Line 15 and are inflated at 2.0 percent annually from the 2014 budgeted level. The debt service amounts on Lines 16 through 18 are as shown previously in Table 3-6.

Total revenue requirements are summarized on Line 19. This amount is deducted from Line 13 total operating revenues to determine the annual operating balance. Line 21 shows the beginning balance available at the onset of each fiscal year. This amount, plus the annual operating balance, represents the source of funds for the operating reserve. Line 23 shows transfers to capital, indicating the amount of funding provided by the operating cash flow for capital projects each year. The ending balance of the operating fund is shown on 24 and has been targeted to equal $1.5 million. The cumulative effect of the proposed revenue adjustments is projected to cover both the operating and capital funds.

3.3.2 Wastewater System Capital Flow of Funds

The capital flow of funds is shown in Table 3-8 on Lines 25 through 33.

Sources of funds include an existing capital balance and transfers from utility operations. The beginning balance of capital funds is approximately $4.5 million in FY 2014. Transfers from operations are shown on Line 26. Beginning balances and transfers from operations represent the funding sources for the capital program.

Table 3-8: Wastewater Utility Five-Year Financial Plan

Line No.				Estimated 2014	Projected 2015	2016	2017	2018	2019
	Sewer Utility Operating Flow of Funds								
1	Revenue Under Existing Rates			8,701,300	8,701,300	8,701,300	8,701,300	8,701,300	8,701,300
	Proposed Revenue Adjustments								
	Year	Month	Increase						
2	2015	1	8.0%		696,100	696,100	696,100	696,100	696,100
3	2016	1	9.0%			845,800	845,800	845,800	845,800
4	2017	1	10.0%				1,024,300	1,024,300	1,024,300
5	2018	1	11.0%					1,239,400	1,239,400
6	2019	1	12.0%						1,500,800
7	Total Proposed Additional Revenue			-	696,100	1,541,900	2,566,200	3,805,600	5,306,400
8	Total Sewer User Charge Revenue			8,701,300	9,397,400	10,243,200	11,267,500	12,506,900	14,007,700
	Other Revenue								
9	Charges & Assessments			35,000	35,000	35,000	35,000	35,000	35,000
10	Interest Income			175,000	175,000	175,000	175,000	175,000	175,000
11	Other Income			51,000	51,000	51,000	51,000	51,000	51,000
12	Total Other Revenue			261,000	261,000	261,000	261,000	261,000	261,000
13	**Grand Total Sewer Revenue**			**8,962,300**	**9,658,400**	**10,504,200**	**11,528,500**	**12,767,900**	**14,268,700**
	Revenue Requirements								
14	Operation and Maintenance Expense			4,631,500	4,884,800	4,979,600	5,138,800	5,334,200	5,434,300
15	Transfers Out			1,204,900	1,229,000	1,253,600	1,278,700	1,304,300	1,330,400
	Debt Service								
16	Existing Debt			2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,400
17	Proposed Debt			-	-	-	-	-	-
18	Total Debt Service			2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,400
19	**Total Revenue Requirements**			**8,699,200**	**8,973,500**	**8,334,900**	**8,529,600**	**8,760,400**	**8,898,100**
20	**Annual Operating Balance**			**263,100**	**684,900**	**2,169,300**	**2,998,900**	**4,007,500**	**5,370,600**
21	Beginning Balance			2,785,900	886,000	1,500,000	1,500,000	1,500,000	1,500,000
22	Annual Operating Balance			263,100	684,900	2,169,300	2,998,900	4,007,500	5,370,600
23	Transfer to Capital			(2,163,000)	(70,900)	(2,169,300)	(2,998,900)	(4,007,500)	(5,370,600)
24	**Ending Balance**			**886,000**	**1,500,000**	**1,500,000**	**1,500,000**	**1,500,000**	**1,500,000**
	Sewer Utility Capital Flow of Funds								
	Sources								
25	Beginning Balance Capital Funds			4,537,800	4,537,800	2,650,900	2,205,200	1,479,600	1,257,100
26	Transfer from Operations			2,163,000	70,900	2,169,300	2,998,900	4,007,500	5,370,600
27	Anticipated Grants			-	-	-	-	-	-
28	Debt Issuance			-	-	-	-	-	-
29	**Total Capital Sources**			**6,700,800**	**4,608,700**	**4,820,200**	**5,204,100**	**5,487,100**	**6,627,700**
	Uses								
30	Capital Improvement Projects			2,163,000	1,957,800	2,615,000	3,724,500	4,230,000	4,220,000
31	Bond Issuance Expense			-	-	-	-	-	-
32	**Total Capital Uses**			**2,163,000**	**1,957,800**	**2,615,000**	**3,724,500**	**4,230,000**	**4,220,000**
33	**Annual Capital Balance**			**4,537,800**	**2,650,900**	**2,205,200**	**1,479,600**	**1,257,100**	**2,407,700**
	Debt Service Coverage								
34	Net Operating Revenue Available for Debt Service			4,330,800	4,773,600	5,524,600	6,389,700	7,433,700	8,834,400
35	Annual Debt Service			2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,400
36	Debt Service Coverage			1.51	1.67	2.63	3.03	3.50	4.14

Uses of capital funds include the CIP program expenditures shown previously in Table 3-5. As no debt issuance is proposed, the forecast of issuance expense on Line 1 is projected to be $0.

Line 33 of Table 3-8 shows the Wastewater Utility's annual capital balance. The balance is projected to remain positive throughout the forecast period.

Figure 3-2 illustrates the impact of the proposed revenue adjustments. Combined operating and capital reserve balances are projected in Figure 3-3, depicted with and without the proposed revenue adjustments. Without the proposed revenue adjustments, existing reserves are projected to be exhausted during 2016. With the proposed revenue adjustments, reserves are anticipated to stabilize at about $4 million by the end of the Study period.

Figure 3-2: Wastewater Utility Cash Flow with Proposed Revenue Adjustments

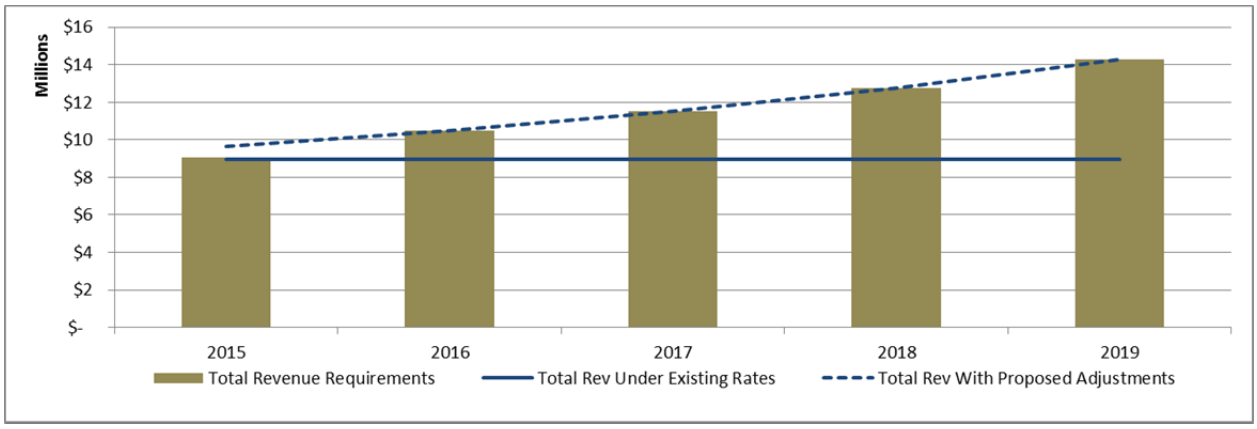
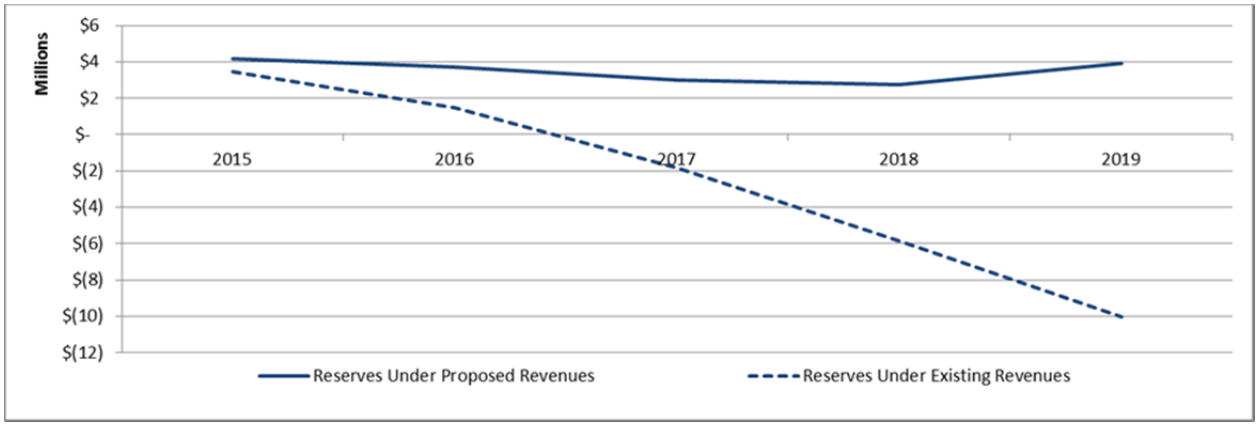


Figure 3-3: Wastewater Utility Projected Reserve Balances



4.0 PROPOSED RATE DESIGN

4.1 Introduction

The primary focus of Step 2, Rate Design is the examination of revenue recovery. Generally speaking, the objective is to design rates for the utility to achieve the following:

- Generate adequate revenues to meet the projected operating and capital costs, while maintaining sound financial performance.
- Provide revenue stability.

4.2 Existing Wastewater Rates

The existing schedule of wastewater rates, which was shown previously in Table 3-2, became effective January 1, 2014. The existing rates feature a monthly facility charge based on meter size and a volume charge per 1,000 gallons. Outside City rates are based on a 30 percent differential over Inside City rates. Industrial customers with high strength discharge are monitored and assessed a surcharge based on pounds in excess of 300 mg/l for both BOD and TSS.

4.3 Proposed Wastewater Rates

The existing rate structure was considered to be serving the Wastewater Utility appropriately based on the following considerations.

- **Revenue stability**: The facility charge provides a reliable revenue source.
- **Fixed cost coverage**: For most utilities, the majority of costs are fixed, meaning they do not vary proportionately with the volume of wastewater treated. The facility charge provides for a measure of fixed cost coverage.
- **Ease of explanation**: The existing rate structure has been in effect for a considerable amount of time and is familiar to both customers and City staff.

Proposed wastewater rates were designed under the existing rate structure and are shown in Table 4-1. Proposed rates reflect an across the board adjustment, meaning that all rates under the existing rate structure were proportionately increased in accordance with the system adjustments summarized in Table 3-7. Proposed rates are assumed to be effective on January 1 of each fiscal year.

Table 4-1: Existing and Proposed Wastewater Rates

Line No.	Description	Existing 2014	Proposed 2015	2016	2017	2018	2019
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 19.60	$ 21.17	$ 23.08	$ 25.39	$ 28.18	$ 31.56
2	1"	$ 25.17	$ 27.18	$ 29.63	$ 32.59	$ 36.17	$ 40.51
3	1.5"	$ 39.10	$ 42.23	$ 46.03	$ 50.63	$ 56.20	$ 62.94
4	2"	$ 55.80	$ 60.26	$ 65.68	$ 72.25	$ 80.20	$ 89.82
5	3"	$ 94.76	$ 102.34	$ 111.55	$ 122.71	$ 136.21	$ 152.56
6	4"	$ 150.41	$ 162.44	$ 177.06	$ 194.77	$ 216.19	$ 242.13
7	6"	$ 289.59	$ 312.76	$ 340.91	$ 375.00	$ 416.25	$ 466.20
8	**Volume Charge - $/1,000 gal**	$ 1.29	$ 1.39	$ 1.52	$ 1.67	$ 1.85	$ 2.07
9	**BOD Surcharge - $/lb**	$ 0.55	$ 0.59	$ 0.64	$ 0.70	$ 0.78	$ 0.87
10	**SS Surcharge - $/lb**	$ 0.32	$ 0.35	$ 0.38	$ 0.42	$ 0.47	$ 0.53
	OUTSIDE CITY						
	Monthly Facility Charge - $/bill						
11	3/4" or smaller	$ 25.48	$ 27.52	$ 30.00	$ 33.01	$ 36.63	$ 41.03
12	1"	$ 32.72	$ 35.33	$ 38.52	$ 42.37	$ 47.02	$ 52.66
13	1.5"	$ 50.82	$ 54.90	$ 59.84	$ 65.82	$ 73.06	$ 81.82
14	2"	$ 72.53	$ 78.34	$ 85.38	$ 93.93	$ 104.26	$ 116.77
15	3"	$ 123.19	$ 133.04	$ 145.02	$ 159.52	$ 177.07	$ 198.33
16	4"	$ 195.54	$ 211.17	$ 230.18	$ 253.20	$ 281.05	$ 314.77
17	6"	$ 376.47	$ 406.59	$ 443.18	$ 487.50	$ 541.13	$ 606.06
18	**Volume Charge - $/1,000 gal**	$ 1.68	$ 1.81	$ 1.98	$ 2.17	$ 2.41	$ 2.69
19	**BOD Surcharge - $/lb**	$ 0.72	$ 0.77	$ 0.83	$ 0.91	$ 1.01	$ 1.13
20	**SS Surcharge - $/lb**	$ 0.41	$ 0.46	$ 0.49	$ 0.55	$ 0.61	$ 0.69

4.3.1 Typical Residential Bill and Regional Comparison

A comparison of a typical monthly wastewater bill for a residential customer with 6,000 gallons of billable flow has been calculated under existing and proposed rates in Table 4-2. In 2015, the monthly wastewater bill for an average residential customer will increase $2.17 per month under proposed rates. The percentage adjustment of the residential typical bill is shown on Line 3 and correlates to the overall system revenue increase for each fiscal year.

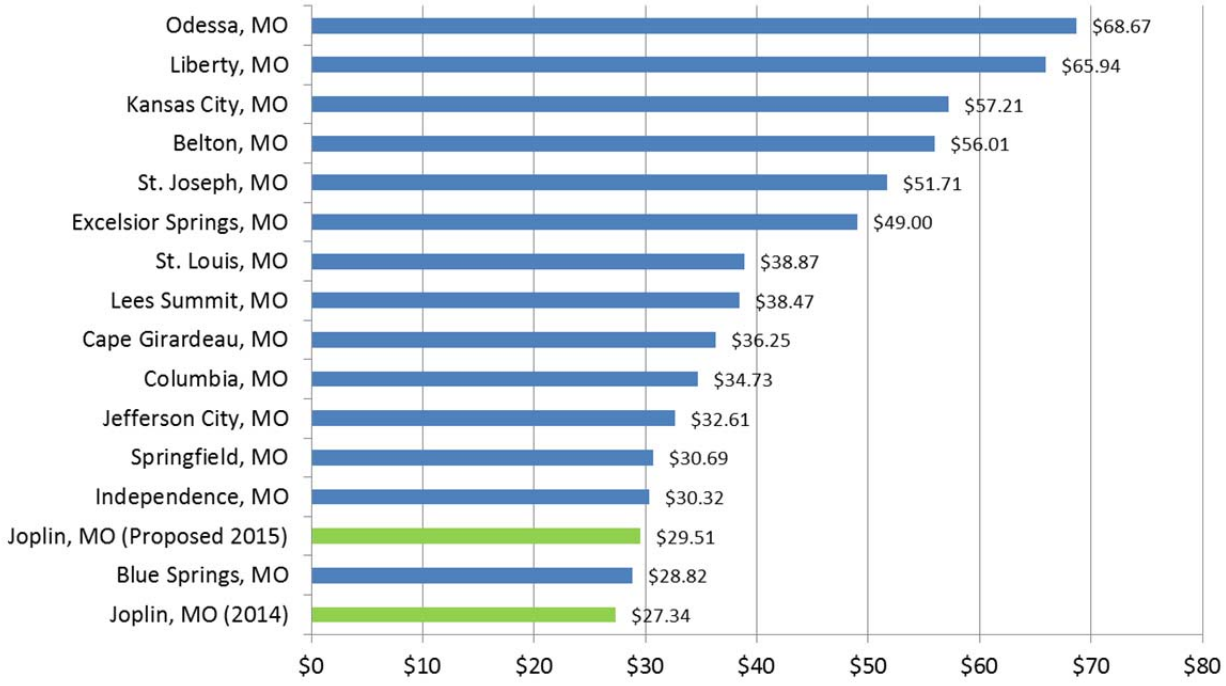
A comparison of monthly Residential typical bills from other regional wastewater utilities was also conducted and is shown in Figure 4-1. Under existing rates, the typical Joplin residential bill is indicated to be in the lowest within this regional comparison. Under proposed rates, the position of Joplin's typical residential bill remains low when compared to other regional and state wastewater utilities.

Overall, the comparison shown in Figure 4-1 indicates that the typical residential wastewater bill under proposed rates is competitively positioned among regional wastewater utilities.

Table 4-2: Typical Residential Wastewater Bill

Line No.	Description	Billable Flow	Existing 2014	Proposed Monthly Bill 2015	2016	2017	2018	2019
		Mgal	$	$	$	$	$	$
1	Typical Residential Bill	6.0	$ 27.34	$ 29.51	$ 32.20	$ 35.41	$ 39.28	$ 43.98
	Incremental Increase in Typical Bill							
2	Dollars			$ 2.17	$ 2.69	$ 3.21	$ 3.87	$ 4.70
3	Percentage			7.9%	9.1%	10.0%	10.9%	12.0%

Figure 4-1: Regional Residential Monthly Wastewater Bill Comparison (6,000 gallons/month)



Burns & McDonnell World Headquarters
9400 Ward Parkway
Kansas City, MO 64114
Phone: 816-333-9400
Fax: 816-333-3690
www.burnsmcd.com

Burns & McDonnell: Making our clients successful for more than 100 years

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 3, 2014
ITEM: Council Bill No. 2014-275

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Troy Bolander T.B. DATE: 10-22-14
INTERIM CITY MANAGER: Samuel L. Anselm DATE: 10/24/14
CITY ATTORNEY: Peter C. Edwards DATE: 10/24/14
BOARD OR COMMISSION: Planning & Zoning Commission Mtg DATE: 10/13/14

RECOMMENDED ACTION: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 038-14: 1605-1609 East 20th Street – A request to rezone property from District C-O PD (Non-Retail – Planned Development) to District C-2 PD (Central Business District – Planned Development) for future retail use – Charles Kuehn.

STAFF SUMMARY:
The proposed rezoning is to allow for retail uses in the existing building. The building may be remodeled or site redeveloped in the future, but it will require a Site Plan Review and meet all design guidelines for the 20th Street Corridor.

Staff recommends approval of Case 038-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn requested the rezoning of this property from C-0-PD to C-2-PD. He has a retail customer or tenant who plans to move into this building who would require more than a C-1-PD zoning district. It is consistent with the area, with no changes being made to the building or the site at the current time. Once the tenant gets established, the outside façade may be redone.

PUBLIC COMMENT:
None.

REZONING APPLICATION FORM

RECEIVED 9-4-14

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

For Office Use Only
Case No.: 038-14
Filing Fee: $350.00
Date Advertised: 09-28-14
Date Notices Sent: 09-30-14
P&Z Date: 10-13-14
City Council Date: 11-3-14

APPLICANT: Charles Kuehn PHONE: 825-3907
ADDRESS: 620 McConnell Joplin, Mo ZIP: 64801
EMAIL: Ckuehn@fourstatehomes.com
OWNER: Susan K. Menard 32nd Street Plaza LLC PHONE: 417-624-7227
ADDRESS: 1710 E. 32nd Joplin Mo 64804 ZIP: 64804
EMAIL: Menardrealty.com
LOCATION OF PROPERTY: 16S-07-09 E. 20+/-
LEGAL DESCRIPTION: See Attached

Present Zoning: C-O PD Requested Zoning: C-2 PD Acreage: .37
Present Use of Property: Empty Building
Proposed Use of Property: Commerical Retail

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Joplin Housing Athority	R-1 & R-2 PD
South	Apartments	C-2 PD & R-3
East	Vacant	C-1 PD
West	Vacant	C-1

CHARACTER OF THE NEIGHBORHOOD: Commerical AND Apartments

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? yes
   If yes, explain: It is Zoned C-O. I Need the Retail Zoning

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th St
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 65'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
The Building and Parking lot already Exist

SIGNATURE: Charles F. Kuehn III DATE: 9-3-14

BY: Charles F. Kuehn III

TITLE: Managing Member

Z&P Meeting: October 13, 2014
City Council Meeting: November 3, 2014

STAFF PLANNING REPORT
Rezoning

CASE 038-14:

A request to rezone from District C-O PD (Non-Retail – Planned Development) to District C-2 PD (Central Business District – Planned Development) for future retail use.

APPLICANT: Charles Kuehn

LOCATION: 1605-1609 E. 20th Street

REQUESTED ZONING: C-2 PD (Central Business District – Planned Development)

CORRIDOR: 20th Street Corridor

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C- O PD	Office	210' x 110' / 23,100 ft² / .53 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1, R-2 PD	C-1 PD	R-3, C-2 PD	C-1
Land Use	Undeveloped	Vacant (former commercial)	Multi-family, vacant (former commercial)	Vacant (former commercial)

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as Retail-Commercial and is part of the 20th Street Corridor.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Minor Arterial	80'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

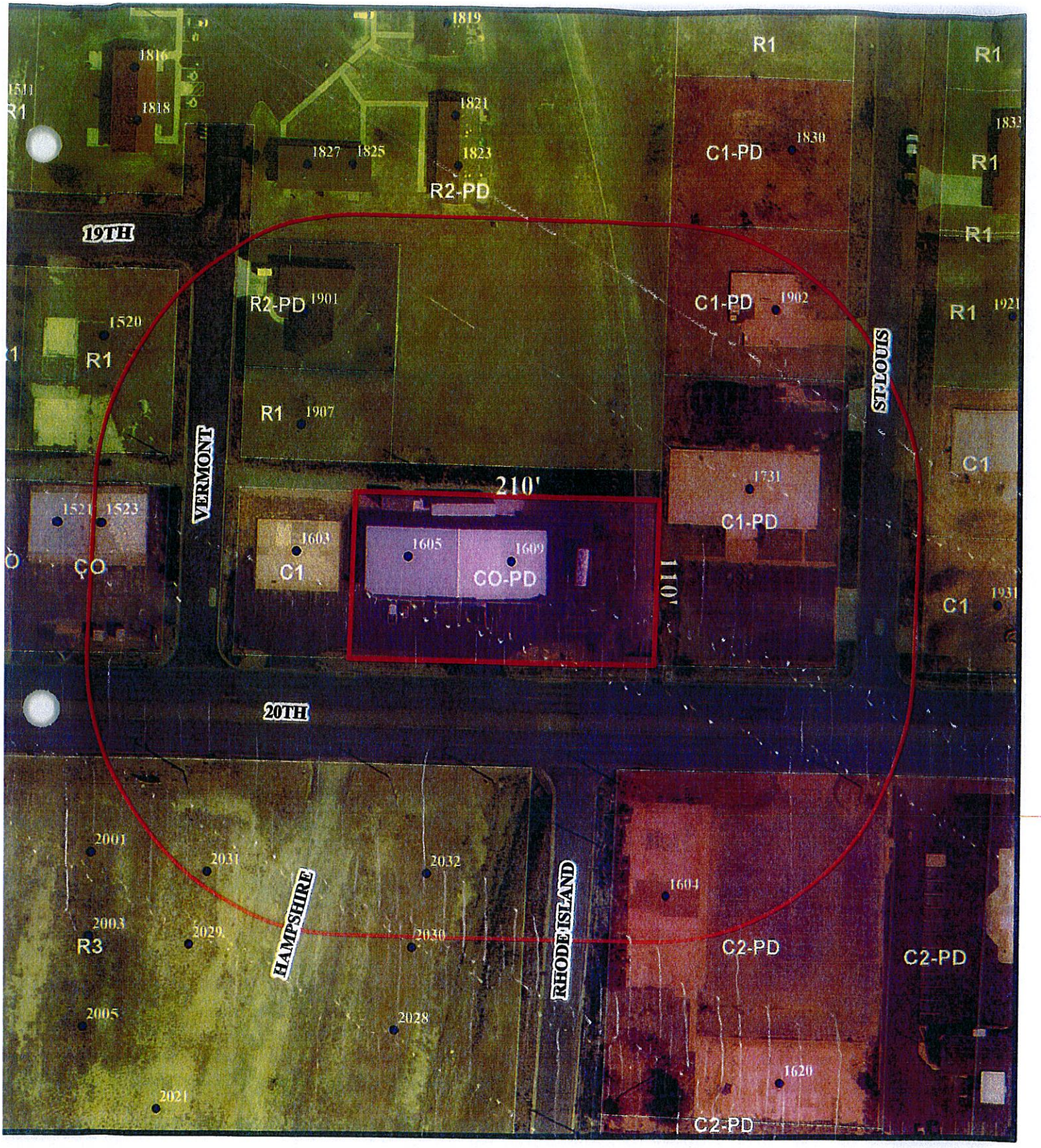
DISCUSSION

The proposed rezoning is to allow for retail uses in the existing building. The building may be remodeled or site redeveloped in the future, but it will require a Site Plan Review and meet all design guidelines for the 20th Street Corridor.

Staff recommends approval of Case 038-14.

ENCLOSURES:

None



0 80 160 320 480 640 Feet

Case 038-14: A request to rezone property from District C-O PD (Non-Retail - Planned Development) to District C-2 PD (Central Business District - Planned Development) for future retail use at 1605-1609 E. 20th Street. - Charles Kuehn

N

Case 038-14: 1605-1609 East 20th Street – A request to rezone property from District C-O PD (Non-Retail – Planned Development) to District C-2 PD (Central Business District – Planned Development) for future retail use – Charles Kuehn.

Mr. Eastman opened the public hearing for Case 038-14.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, requesting the rezoning of this property from C-0-PD to C-2-PD. He has a retail customer or tenant who plans to move into this building who would require more than a C-1-PD zoning district. It is consistent with the area, with no changes being made to the building or the site at the current time. Once the tenant gets established, the outside façade may be redone.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 038-14.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 038-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 038-14
Charles Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-275 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and including in District C-2-PD property as described below and located at 1605-1609 East 20th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-0-PD and including same in District C-2-PD:

All of Lots Numbered Two (2) and Three (3) and All of the East 14.00 feet of Lot Numbered One (1), in Seagraves Sub-Division, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being subject to any easement for ingress and egress along the West 9.00 feet of the East 14.00 feet of Lot Numbered One (1), in Seagraves Sub-Division, to the City of Joplin, Jasper County, Missouri, AND Together with an easement for ingress and egress over the East 9.00 feet of the West 86.00 feet of Lot Numbered One (1) in Seagraves Sub-Division, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 3, 2014
ITEM: Council Bill No. 2014-276

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Troy Bolander T. B. DATE: 10-22-14
INTERIM CITY MANAGER: Samuel L. Anselm SLA DATE: 10/24/14
CITY ATTORNEY: Peter C. Edwards PCE DATE: 10/24/14
BOARD OR COMMISSION: Planning & Zoning Commission DATE: 10/13/14

RECOMMENDED ACTION: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 039-14: Southwest corner of 20th Street and Maiden Lane – A request to rezone property from District R-1 (Single-Family Residential) and District C-1 (Neighborhood Commercial) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Kum & Go.

STAFF SUMMARY:
The proposed rezoning is for the development of an approximately 5,000 square feet convenience store and 8 pump islands to serve 16 vehicles. There is a sewer easement that will need to be vacated and rededicated in the future before a building permit can be issued on the development. This easement is shown on the site plan, along with the proposed relocated easement.

Access Management: The site will have three points of access, including a full access from Maiden Lane that is shared with the property to the south. This access is already in place, but improvements will be made to better accommodate traffic. There are two proposed accesses along 20th Street. The access closest to the Maiden Lane intersection will be a right-in, right-out, this will prevent traffic exiting the site from making a left turn on to 20th Street due to the close proximity to the intersection. The second access will be at the rear of the development and will be a full-access, allowing customers to turn left on to 20th Street.

Parking: A total of 29 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain an approximately 5,000 square foot building. The exterior of primarily be face brick in three colors. Prefinished metal panels will accent the upper portions of the façade, and will be used for awnings and screening of rooftop equipment. The design and look of the building will be similar to the Kum & Go completed in 2013 at 15th & Range Line.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl privacy fence with landscaping will be installed along the west property line and a small portion of the south property line to screen the commercial property from adjacent residential properties.

Staff recommends approval of Case 039-14.

PLANNING & ZONING COMMISSION TESTIMONY:

Ms. Kendra Meyer appeared representing Kum & Go. They are a family-owned company and are the fifth largest convenience store retailer that is family-owned in the United States. They have the ability to focus on their sustainability and the most LEED-certified convenience stores in the United States. They have the ability to give back 10 percent of their annual profits to local charities and organizations. In 2011, they were able to donate $115,000 to the City of Joplin.

Kum & Go currently operates 10 stores in Joplin, with plans to rebuild all of those stores in the future, providing over a $30 million investment in the City of Joplin.

Mr. Jared Rasmussen, Olsson & Associates, stated that residential property lies to the west and to the southwest. A detention basin is being planned to the west of the store, with this area being an open grass space. Fencing will be erected around the southwest corner, as well as a fence along the entire western property line between the pond and the parking lot. The proposed development is consistent with the overall land use in the surrounding areas.

Mr. Cortez stated that a Kum & Go currently exists in front of the Price Cutter just one block away. He asked if that Kum & Go will be closing, and Ms. Meyer replied that they will be closing the existing store. The store would be moved down the street to create better access, safety, and things of that nature.

PUBLIC COMMENT:

None.

REZONING APPLICATION FORM

RECEIVED 9-5-14

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

For Office Use Only
Case No.: 039-14
Filing Fee: $350.00
Date Advertised: 09-25-14
Date Notices Sent: 09-30-14
P&Z Date: 10-13-14
City Council Date: 11-3-14

APPLICANT: Ryan Halder, Kum & Go PHONE: 515-457-6232
ADDRESS: 6400 Westown Parkway, West Des Moines, Iowa ZIP: 50266
EMAIL: RJH@kumandgo.com
OWNER: Sooner One, LLC / Sooner Two, LLC PHONE: 417-850-5220
ADDRESS: 1027 S. Main St. Suite 203 ZIP: 64801
EMAIL: mikejosephmd@sbcglobal.net
LOCATION OF PROPERTY: Southwest Corner of 20th Street and Maiden Lane
LEGAL DESCRIPTION: See attached descriptions

Present Zoning C1 and R1 Requested Zoning: C3PD Acreage: 1.55 +/-
Present Use of Property: Office Building, Vacant and Single Family Residence
Proposed Use of Property: Convenience Store with Fuel Sales

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Manufacturing	M2 (Across 20th Street)
South	Office Building	C1
East	Single Family Residential	R1 (Across Maiden Lane)
West	Single Family Residential	R1

CHARACTER OF THE NEIGHBORHOOD: The area is a mix use of development. The site is within the Multi-Use Res-Comm-Office/Institutional 20th Street Gateway Corridor.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: The proposed use will not work within the existing zoning and it is within the Gateway Corridor District

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   _X_ Site Plan _X_ Landscape Plan _X_ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th Street and Maiden Lane
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 20th Street 80' (varies) and Maiden Lane 87' (varies)
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NA
2. Properly Sized Street Right-of-Way? NA
3. Drainage Easements? NA
4. Utility Easements:
   Electricity? NA
   Gas? NA
   Sewers? NA
   Water? NA
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The is within the Gateway Corridor District. It is currently developed with the majority of th site being paved. The site layout had been designed to accommodate the new roadway improvements for the widening ow Maiden Lane

SIGNATURE: _____ DATE: 9/4/2014

BY: Ryan Halber

TITLE: Site Development Manager

Z&P Meeting: October 13, 2014
City Council Meeting: November 3, 2014

STAFF PLANNING REPORT
Rezoning

CASE 039-14:

A request to rezone from Districts R-1 (Single-Family Residential) and C-1 (Neighborhood Commercial) to District C-3 PD (Commercial – Planned Development) for property located at the southwest corner of 20th Street and Maiden Lane for future planned commercial development.

APPLICANT: Kum & Go

LOCATION: Southwest corner of 20th & Maiden

REQUESTED ZONING: C-3 PD (Commercial – Planned Development)

CORRIDOR: 20th Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1, C-1	Office/Neighborhood Commercial, Vacant (former single-family)	225' x 330' / 1.55 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	R-1	R-1, C-1	R-1
Land Use	Industrial	Single-Family	Office/Neighborhood Commercial	Single-Family

FUTURE LAND USE:

This site is located along the 20th Street corridor and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Minor Arterial	85'
Maiden Lane	Minor Arterial	85'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No. Staff has reviewed the proposed accesses and all new access meets Access Management requirements.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of an approximately 5,000 square feet convenience store and 8 pump islands to serve 16 vehicles. There is a sewer easement that will need to be vacated and rededicated in the future before a building permit can be issued on the development. This easement is shown on the site plan, along with the proposed relocated easement.

Access Management: The site will have three points of access, including a full access from Maiden Lane that is shared with the property to the south. This access is already in place, but

improvements will be made to better accommodate traffic. There are two proposed accesses along 20th Street. The access closest to the Maiden Lane intersection will be a right-in, right-out, this will prevent traffic exiting the site from making a left turn on to 20th Street due to the close proximity to the intersection. The second access will be at the rear of the development and will be a full-access, allowing customers to turn left on to 20th Street.

Parking: A total of 29 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain an approximately 5,000 square foot building. The exterior of primarily be face brick in three colors. Prefinished metal panels will accent the upper portions of the façade, and will be used for awnings and screening of rooftop equipment. The design and look of the building will be similar to the Kum & Go completed in 2013 at 15th & Range Line.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl privacy fence with landscaping will be installed along the west property line and a small portion of the south property line to screen the commercial property from adjacent residential properties.

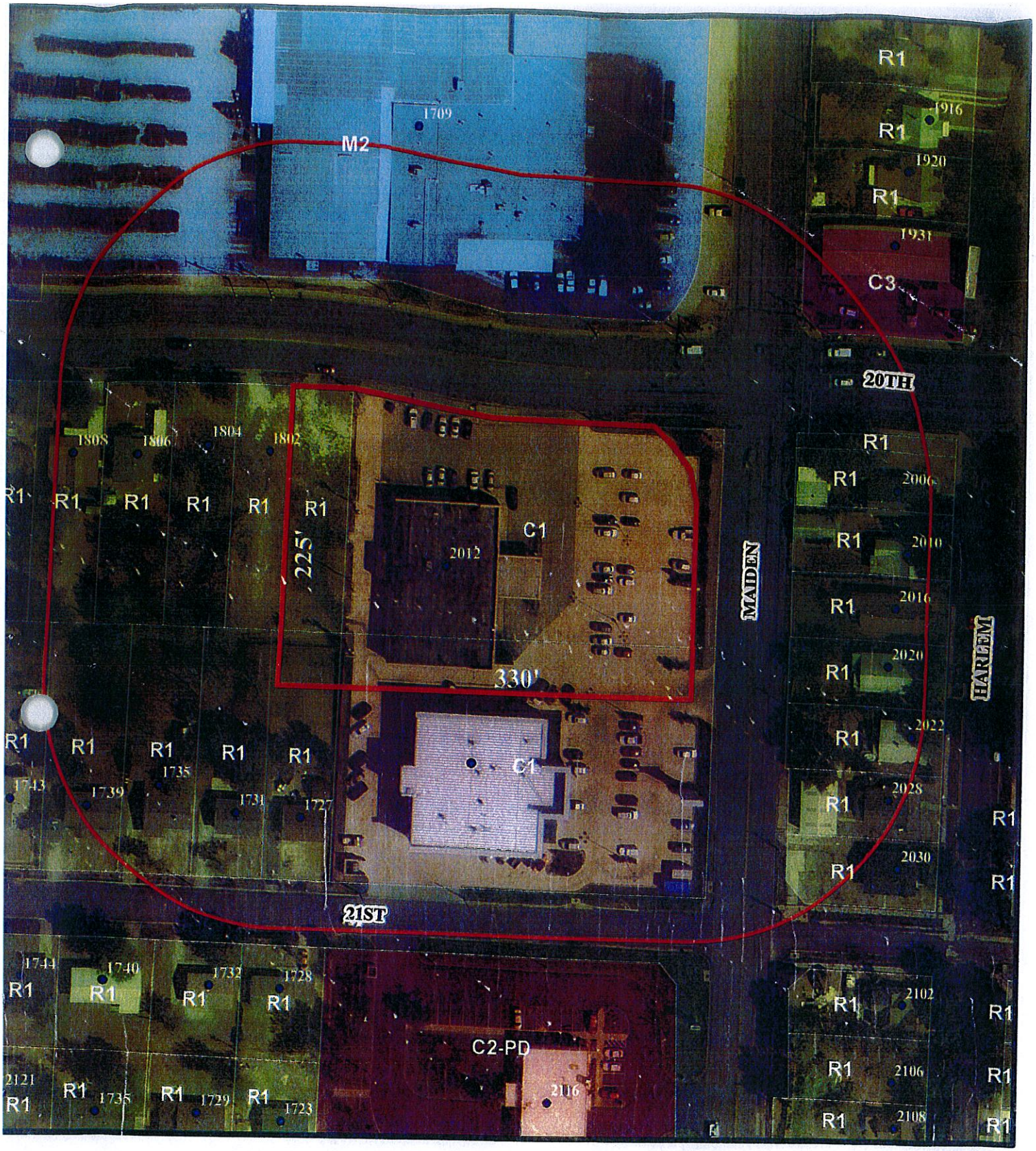
Staff recommends approval of Case 039-14.

ENCLOSURES:

Site plan

Landscape plan

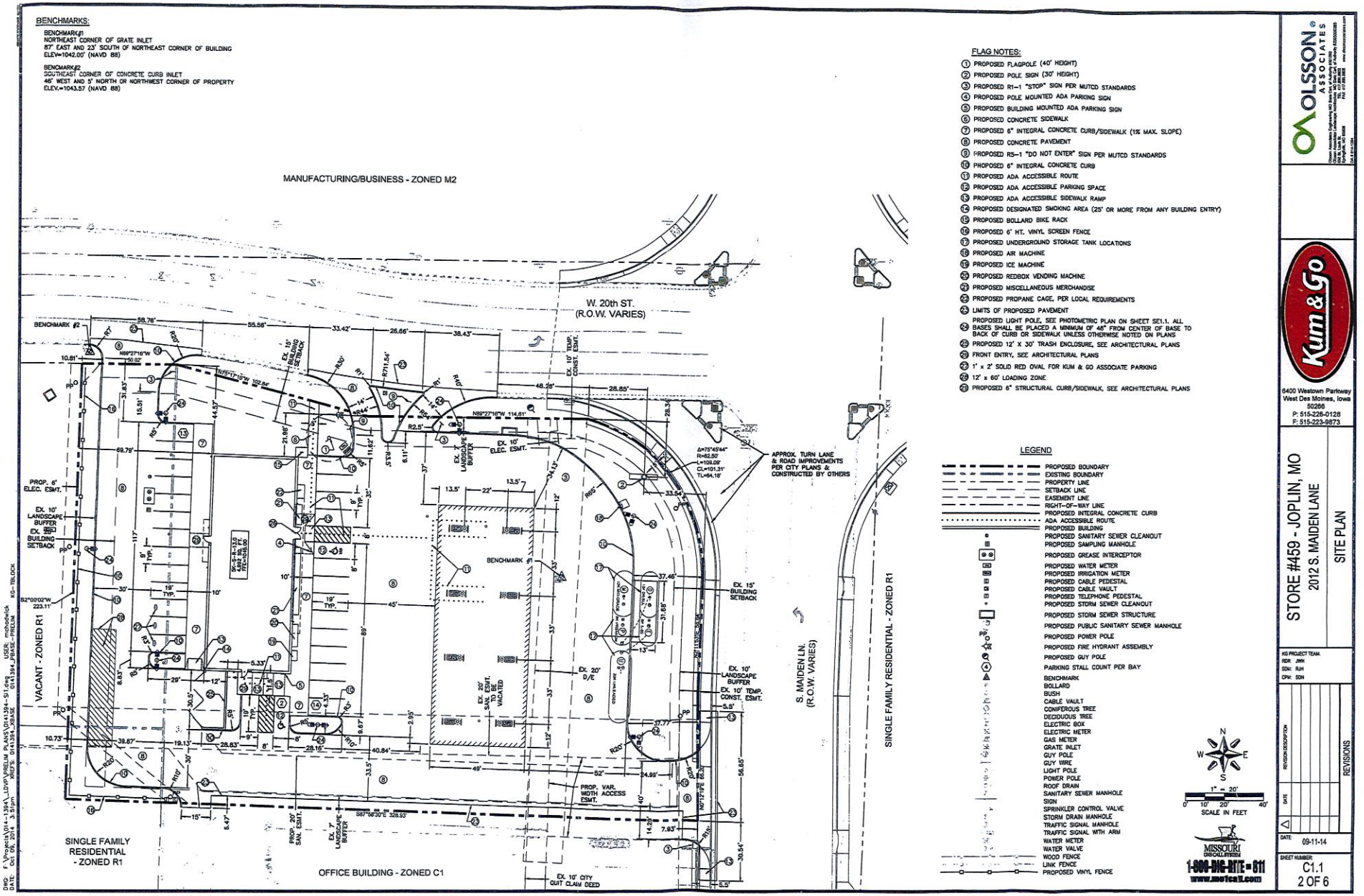
Building elevations

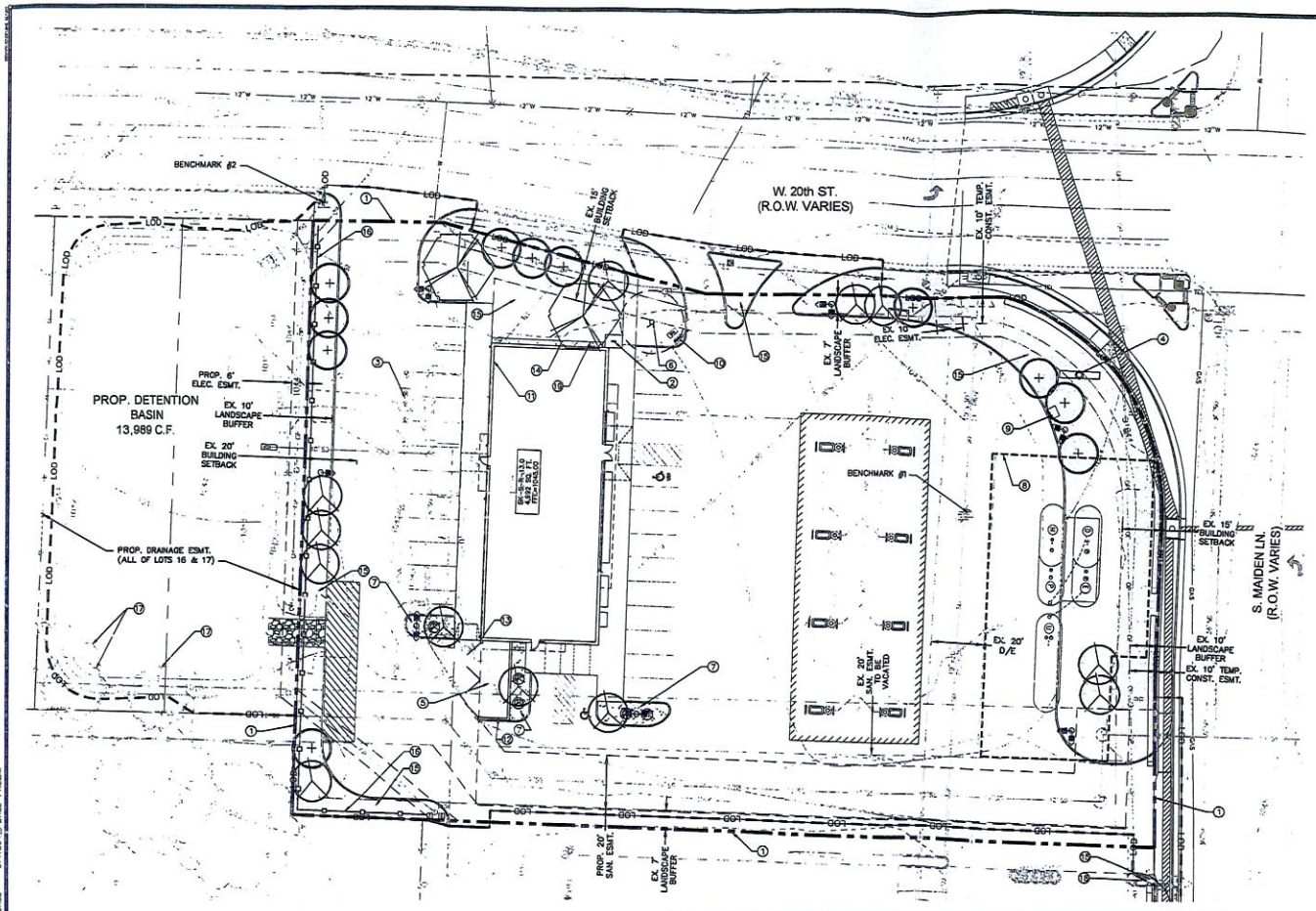


0 90 180 360 540 720 Feet

Case 039-14: A request to rezone property from District R-1 (Single-Family) and C-1 (Neighborhood Commercial) to District C-3 PD (Commercial - Planned Development) for the planned development of a gas station and convenience store at the southwest corner of 20th Street and Maiden Lane. - Kum & Go

N


BENCHMARKS:
BENCHMARK#1
NORTHEAST CORNER OF GRATE INLET
87' EAST AND 23' SOUTH OF NORTHEAST CORNER OF BUILDING
ELEV=1042.00' (NAVD 88)
BENCHMARK#2
SOUTHEAST CORNER OF CONCRETE CURB INLET
46' WEST AND 5' NORTH OR NORTHWEST CORNER OF PROPERTY
ELEV.=1043.57 (NAVD 88)
MANUFACTURING/BUSINESS - ZONED M2
W. 20th ST.
(R.O.W. VARIES)
VACANT - ZONED R1
SINGLE FAMILY RESIDENTIAL - ZONED R1
S. MAIDEN LN.
(R.O.W. VARIES)
SINGLE FAMILY RESIDENTIAL - ZONED R1
OFFICE BUILDING - ZONED C1
BENCHMARK #2
BENCHMARK
APPROX. TURN LANE & ROAD IMPROVEMENTS PER CITY PLANS & CONSTRUCTED BY OTHERS
PROP. 8' ELEC. ESMT.
EX. 10' LANDSCAPE BUFFER
EX. 15' BUILDING SETBACK
EX. 10' ELEC. ESMT.
EX. 20' D/E
EX. 20' SAN. ESMT. TO BE VACATED
EX. 10' TEMP. CONST. ESMT.
PROP. VAR. WIDTH ACCESS ESMT.
PROP. 20' SAN. ESMT.
EX. 7' LANDSCAPE BUFFER
EX. 10' CITY QUIT CLAIM DEED
FLAG NOTES:
1 PROPOSED FLAGPOLE (40' HEIGHT)
2 PROPOSED POLE SIGN (30' HEIGHT)
3 PROPOSED R1-1 "STOP" SIGN PER MUTCD STANDARDS
4 PROPOSED POLE MOUNTED ADA PARKING SIGN
5 PROPOSED BUILDING MOUNTED ADA PARKING SIGN
6 PROPOSED CONCRETE SIDEWALK
7 PROPOSED 6" INTEGRAL CONCRETE CURB/SIDEWALK (1% MAX. SLOPE)
8 PROPOSED CONCRETE PAVEMENT
9 PROPOSED R5-1 "DO NOT ENTER" SIGN PER MUTCD STANDARDS
10 PROPOSED 6" INTEGRAL CONCRETE CURB
11 PROPOSED ADA ACCESSIBLE ROUTE
12 PROPOSED ADA ACCESSIBLE PARKING SPACE
13 PROPOSED ADA ACCESSIBLE SIDEWALK RAMP
14 PROPOSED DESIGNATED SMOKING AREA (25' OR MORE FROM ANY BUILDING ENTRY)
15 PROPOSED BOLLARD BIKE RACK
16 PROPOSED 6' HT. VINYL SCREEN FENCE
17 PROPOSED UNDERGROUND STORAGE TANK LOCATIONS
18 PROPOSED AIR MACHINE
19 PROPOSED ICE MACHINE
20 PROPOSED REDBOX VENDING MACHINE
21 PROPOSED MISCELLANEOUS MERCHANDISE
22 PROPOSED PROPANE CAGE, PER LOCAL REQUIREMENTS
23 LIMITS OF PROPOSED PAVEMENT
24 PROPOSED LIGHT POLE, SEE PHOTOMETRIC PLAN ON SHEET SE1.1. ALL BASES SHALL BE PLACED A MINIMUM OF 48" FROM CENTER OF BASE TO BACK OF CURB OR SIDEWALK UNLESS OTHERWISE NOTED ON PLANS
25 PROPOSED 12' X 30' TRASH ENCLOSURE, SEE ARCHITECTURAL PLANS
26 FRONT ENTRY, SEE ARCHITECTURAL PLANS
27 1' x 2' SOLID RED OVAL FOR KUM & GO ASSOCIATE PARKING
28 12' x 60' LOADING ZONE
29 PROPOSED 6" STRUCTURAL CURB/SIDEWALK, SEE ARCHITECTURAL PLANS
LEGEND
PROPOSED BOUNDARY
EXISTING BOUNDARY
PROPERTY LINE
SETBACK LINE
EASEMENT LINE
RIGHT-OF-WAY LINE
PROPOSED INTEGRAL CONCRETE CURB
ADA ACCESSIBLE ROUTE
PROPOSED BUILDING
PROPOSED SANITARY SEWER CLEANOUT
PROPOSED SAMPLING MANHOLE
PROPOSED GREASE INTERCEPTOR
PROPOSED WATER METER
PROPOSED IRRIGATION METER
PROPOSED CABLE PEDESTAL
PROPOSED CABLE VAULT
PROPOSED TELEPHONE PEDESTAL
PROPOSED STORM SEWER CLEANOUT
PROPOSED STORM SEWER STRUCTURE
PROPOSED PUBLIC SANITARY SEWER MANHOLE
PROPOSED POWER POLE
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GUY POLE
PARKING STALL COUNT PER BAY
BENCHMARK
BOLLARD
BUSH
CABLE VAULT
CONIFEROUS TREE
DECIDUOUS TREE
ELECTRIC BOX
ELECTRIC METER
GAS METER
GRATE INLET
GUY POLE
GUY WIRE
LIGHT POLE
POWER POLE
ROOF DRAIN
SANITARY SEWER MANHOLE
SIGN
SPRINKLER CONTROL VALVE
STORM DRAIN MANHOLE
TRAFFIC SIGNAL MANHOLE
TRAFFIC SIGNAL WITH ARM
WATER METER
WATER VALVE
WOOD FENCE
LINK FENCE
PROPOSED VINYL FENCE
N
W
E
S
1" = 20'
0 10' 20' 40'
SCALE IN FEET
MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE = 811
www.mo1call.com
OLSSON ASSOCIATES
Olsson Associates Engineering MO State Cert. of Authority #1853
Olsson Associates Surveying MO State Cert. of Authority #2005000305
Olsson Associates Architecture MO State Cert. of Authority #2005000305
701 W. Lucas St.
Springfield, MO 65806
TEL: (417) 890-8882
FAX: (417) 890-8885
www.olssonassociates.com
CA # 2-1-1284
Kum & Go
6400 Westown Parkway
West Des Moines, Iowa
50266
P: 515-226-0128
F: 515-223-9873
STORE #459 - JOPLIN, MO
2012 S. MAIDEN LANE
SITE PLAN
KG PROJECT TEAM:
RDR: JWH
SDM: RJH
CPM: SDN
REVISIONS
REVISION DESCRIPTION
DATE
DATE: 09-11-14
SHEET NUMBER:
C1.1
2 OF 6
DWG: F:\Projects\014-1394_LDP\PRELIM PLANS\014194-S1.dwg USER: mchodrick
DATE: Oct 09, 2014 - 3:51pm XREFS: 014194_BASE 014194_PHASE-PRELIM KG-TBLOCK



FLAG NOTES:

1. PROPERTY LINE
2. BIKE RACK
3. GREASE INTERCEPTOR
4. 30' POLE SIGN
5. TRASH ENCLOSURE
6. 40' FLAGPOLE
7. INSTALL RIVER ROCK MULCH, TYPICAL
8. TANK OVERDIG LIMITS
9. AIR MACHINE
10. INSTALL TEE FOR CONNECTION OF NEW METER FOR IRRIGATION SERVICE. IRRIGATION CONTRACTOR SHALL SIZE METER & SUPPLY LINE SIZE FOR SUFFICIENT SERVICE. METER TO BE PROVIDED & INSTALLED BY MAW
11. PROPOSED IRRIGATION CLOCK TO BE LOCATED IN UTILITY ROOM. COORDINATE INSTALLATION WITH ELECTRICAL AND IRRIGATION CONTRACTORS
12. PROPOSED RAIN/FREEZE SENSOR TO BE MOUNTED ON TOP OF DUMPSTER ENCLOSURE WALL AND INSTALLED BY IRRIGATION CONTRACTOR
13. PROPOSED DESIGNATED SMOKING AREA
14. CONSTRUCT 2'-0" WIDE MOW STRIP, TYPICAL
15. INSTALL SOD TO LIMITS OF DISTURBANCE. REFER TO SHEET L1.2 FOR SOD NOTES AND SPECIFICATIONS.
16. PROPOSED 6' HIGH VINYL SCREEN FENCE
17. PROTECT EXISTING TREE
18. PROTECT EXISTING SHRUB
19. INSTALL STEEL EDGING, TYPICAL

LEGEND

- PROPERTY BOUNDARY LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOD — LIMITS OF DISTURBANCE
- 305 — EXISTING CONTOUR
- 305 — PROPOSED CONTOUR
- EASEMENTS
- BUILDING SETBACK
- PROPOSED INTEGRAL CONCRETE CURB
- PROPOSED BUILDING
- PROPOSED SANITARY SEWER CLEANOUT
- PROPOSED SAMPLING MANHOLE
- PROPOSED GREASE INTERCEPTOR
- PROPOSED WATER METER
- PROPOSED IRRIGATION METER
- PROPOSED CABLE PEDESTAL
- PROPOSED CABLE VAULT
- PROPOSED TELEPHONE PEDESTAL
- PROPOSED STORM SEWER CLEANOUT
- PROPOSED STORM SEWER STRUCTURE
- PROPOSED PUBLIC SANITARY SEWER MANHOLE
- PROPOSED POWER POLE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GUY POLE
- BENCHMARK
- BOLLARD
- BUSH
- CABLE VAULT
- CONIFEROUS TREE
- DECIDUOUS TREE
- ELECTRIC BOX
- ELECTRIC METER
- GAS METER
- GRATE INLET
- GUY POLE
- GUY WIRE
- LIGHT POLE
- POWER POLE
- ROOF DRAIN
- SANITARY SEWER MANHOLE
- SIGN
- SPRINKLER CONTROL VALVE
- STORM DRAIN MANHOLE
- TRAFFIC SIGNAL MANHOLE
- TRAFFIC SIGNAL WITH ARM
- WATER METER
- WATER VALVE
- WOOD FENCE
- LINK FENCE
- WATER PIPE
- SANITARY PIPE
- STORM PIPE
- OVERHEAD POWER
- TELEPHONE
- UNDERGROUND GAS
- OVERHEAD CABLE
- UNDERGROUND ELECTRIC
- RELOCATED GUY WIRE

PLANT LIST

QTY.	SYMBOL	COMMON/SCIENTIFIC NAME	PLANTING SIZE	MATURE WIDTH	MATURE HEIGHT
SHADE TREES					
2		AMERICAN HORNBEAM CARPINUS CAROLINIANA	2" CAL. B&B	15'-30'	20'-35'
UNDERSTORY TREES					
12		RED BUCKEYE AESCULUS PAVIA	2" CAL. B&B	15'-20'	15'-20'
11		EASTERN REDBUD CERCIS CANADENSIS	2" CAL. B&B	20'-25'	20'-25'
DECIDUOUS SHRUBS					
5		BLOOMERANG LILAC SYRINGA BLOOMERANG	5 GAL.	3'-4'	4'-5'

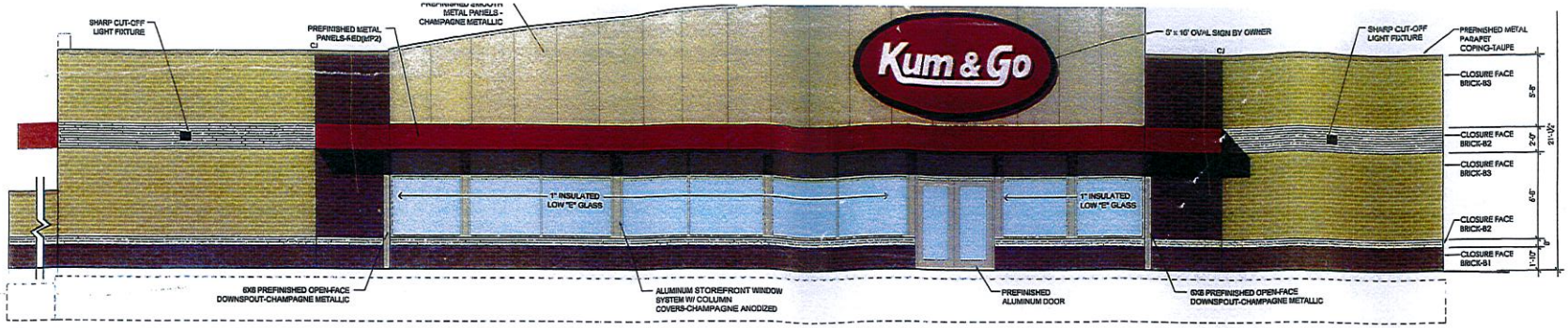
N
W E
S

1" = 20'
0' 10' 20' 40'
SCALE IN FEET

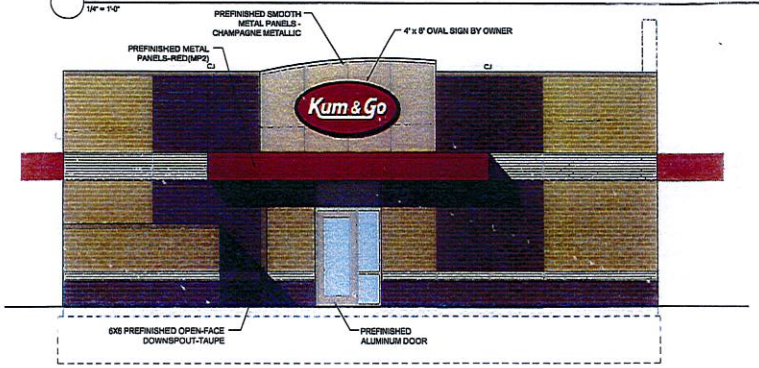
MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE = 811
www.mo1call.com

OLSSON ASSOCIATES
Olsson Associates Engineering and Land Use of Missouri, LLC
Olsson Associates Engineering and Land Use of Kansas, LLC
Olsson Associates Engineering and Land Use of Kansas, LLC
Olsson Associates Engineering and Land Use of Missouri, LLC
Olsson Associates Engineering and Land Use of Missouri, LLC
Olsson Associates Engineering and Land Use of Missouri

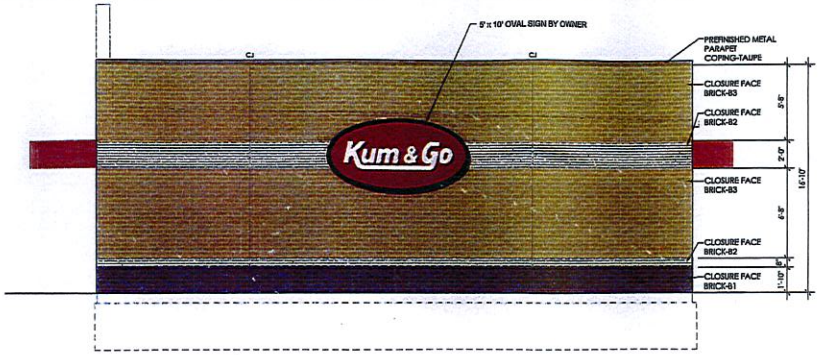

West 20th Street
South Maiden Lane
PROP. 6' ELEC. ESMT.
EX. 10' LANDSCAPE BUFFER
EX. 20' BUILDING SETBACK
EX. 15' BUILDING SETBACK
EX. 10' TEMP. CONST. ESMT.
EX. 7' LANDSCAPE BUFFER
EX. 10' ELEC. ESMT.
EX. 20' B/E
EX. 20' WATER ESMT. TO BE VACATED
PROP. 20' SAN. ESMT.
Kum & Go #459
2012 S. Maiden Lane, Joplin, Missouri
OLSSON ASSOCIATES
NORTH



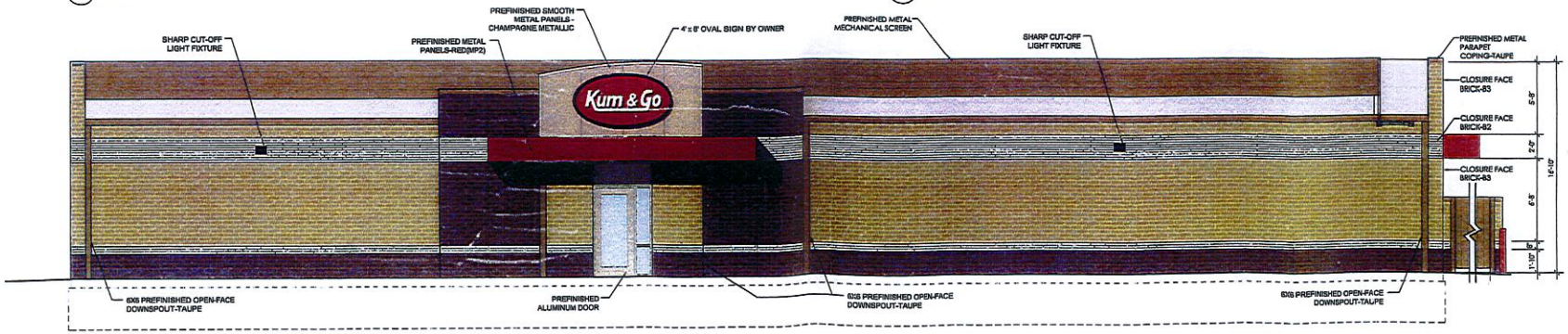
EAST ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"

KUM & GO #0459 JOPLIN, MISSOURI

SHIFFLER ASSOCIATES ARCHITECTS, P.L.C.

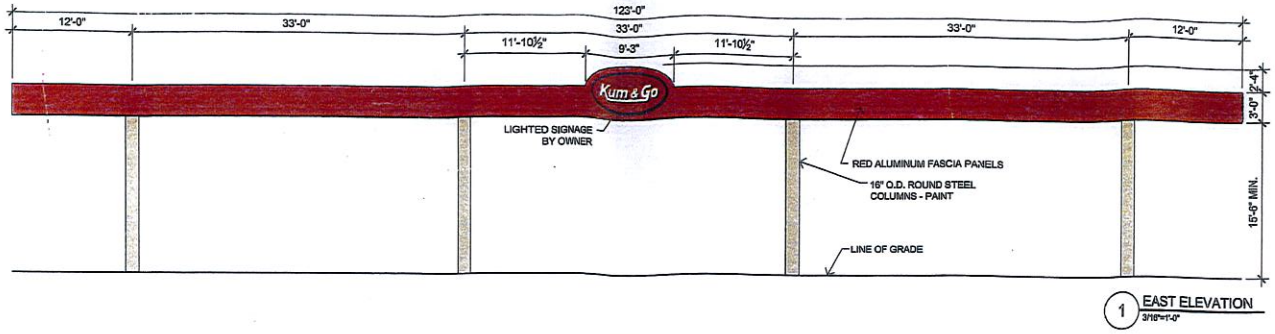
JULY 23, 2014

EXTERIOR MATERIAL SCHEDULE			
ROOF	PREFINISHED METAL GUTTER & DOWNSPOUT		KYNAR 500 - COLOR: CHAMPAGNE
	PREFINISHED METAL COPING		KYNAR 500 - COLOR: CHAMPAGNE
SOFFIT	PREFINISHED METAL FASCIA PANELS	MP1	ALUMINUM COMPOSITE PANEL - KYNAR 500 - COLOR: CHAMPAGNE METALLIC
	PREFINISHED METAL FASCIA PANELS	MP2	ALUMINUM COMPOSITE PANEL - KYNAR 500 - COLOR: SUNSET RED
WALL	CLOSURE FACE BRICK	B1	UNITED BRICK & TILE - CLOUD CERAMIC - COLOR: COCOA SMOOTH
	CLOSURE FACE BRICK	B2	UNITED BRICK & TILE - CLOUD CERAMIC - COLOR: LIGHT IVORY VELOUR
	CLOSURE FACE BRICK	B3	UNITED BRICK & TILE - CLOUD CERAMIC - COLOR: CORNADO GRAY
WINDOWS	ALUMINUM STOREFRONT WINDOW SYSTEM		COLOR: CHAMPAGNE ANODIZED

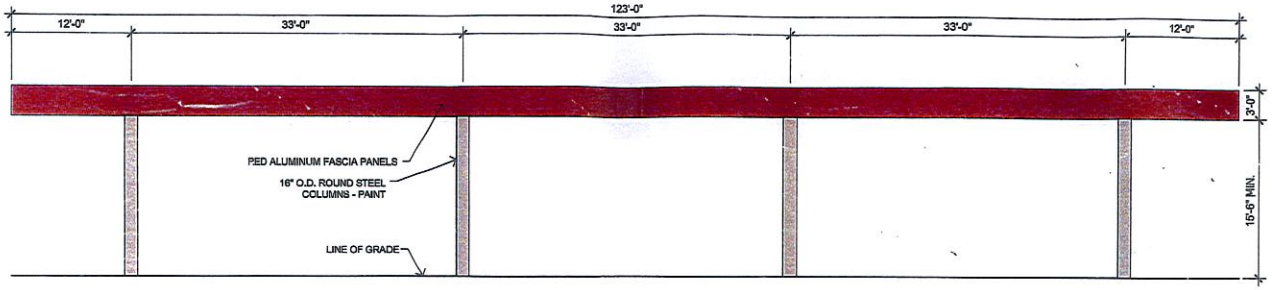
DATE: 08-26-14

SHEET NUMBER: A1.1

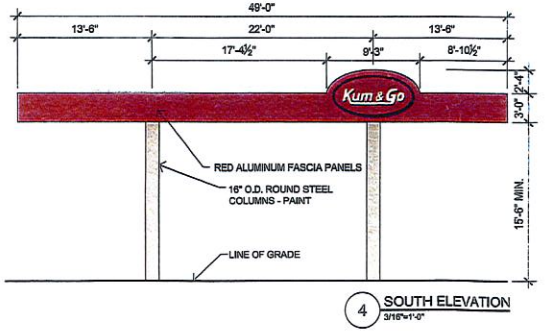
8 OF 10



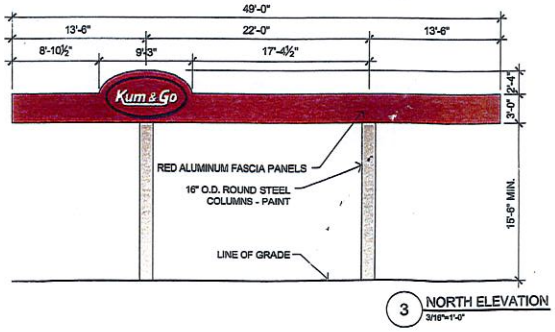
1 EAST ELEVATION
3/16"=1'-0"



2 WEST ELEVATION
3/16"=1'-0"



4 SOUTH ELEVATION
3/16"=1'-0"



3 NORTH ELEVATION
3/16"=1'-0"

KUM & GO #0459
JOPLIN, MISSOURI

SHIFFLER ASSOCIATES ARCHITECTS

JULY 23, 2014

DATE: 08-26-14
SHEET NUMBER: A1.2
9 OF 10

Case 039-14: Southwest corner of 20th Street and Maiden Lane – A request to rezone property from District R-1 (Single-Family Residential) and District C-1 (Neighborhood Commercial) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Kum & Go.

Mr. Eastman opened the public hearing for Case 039-14.

Ms. Kendra Meyer, 6400 West Town Parkway, West Des Moines, Iowa appeared representing Kum & Go. Kum & Go has a lot of presence here in Joplin. They are a family-owned company and are the fifth largest convenience store retailer that is family-owned in the United States. They have the ability to focus on their sustainability and the most LEED-certified convenience stores in the United States. They have the ability to give back 10 percent of their annual profits to local charities and organizations. In 2011, they were able to donate $115,000 to the City of Joplin.

Kum & Go currently operates 10 stores in Joplin, with plans to rebuild all of those stores in the future, providing over a $30 million investment in the City of Joplin.

Mr. Jared Rasmussen, Olsson & Associates, stated that residential property lies to the west and to the southwest. A detention basin is being planned to the west of the store, with this area being an open grass space. Fencing will be erected around the southwest corner, as well as a fence along the entire western property line between the pond and the parking lot. The proposed development is consistent with the overall land use in the surrounding areas.

Mr. Eastman asked for questions from the commissioners.

Mr. Cortez stated that a Kum & Go currently exists in front of the Price Cutter just one block away. He asked if that Kum & Go will be closing, and Ms. Meyer replied that they will be closing the existing store. The store would be moved down the street to create better access, safety, and things of that nature.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 039-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 039-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 039-14
Kum & Go
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-276 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the southwest corner of 20th Street and Maiden Lane in the City of Joplin, Jasper County, Missouri.

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

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

A parcel of land being a part of Lots Nineteen (19) thru Twenty-one (21) in Ludwigs 1st Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 7 at Page 1, and a part of Lot 109 in Southwest Village Subdivision, as found in the Jasper County, Missouri Recorder's Office in Plat Book 7 at Page 84, being a portion of the tract of land described in the Jasper County Recorder's Office in Book 2089 at Page 1741, being more particularly described as follows: Commencing at the Southwest Corner of Lot One Hundred Nine (109) in Southwest Village Subdivision, as found in the Jasper County, Missouri Recorder's Office in Plat Book 7 at Page 84; thence along the West line of said Lot 109, North 01 degrees 59 minutes 42 seconds East 150.00 feet to the point of beginning; thence continuing North 01 degrees 59 minutes 42 seconds East 224.43 feet to the South right-of-way of 20th Street; thence along said South right-of-way the following three courses, South 75 degrees 19 minutes 00 seconds East 102.47 feet; thence South 89 degrees 25 minutes 59 seconds East 185.02 feet; thence South 43 degrees 43 minutes 39 seconds East 6.98 feet to the West right-of-way line of Maiden Lane; thence along said West right-of-way line, South 01 degrees 58 minutes 42 seconds West 201.81 feet; thence leaving said West right-of-way, North 87 degrees 58 minutes 32 seconds West 289.99 feet to the point of beginning, all lying in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Twenty-seven (27) North, Range Thirty-three (33) West, in the City of Joplin, Jasper County, Missouri, according to the recorded plats thereof, AND All of Lot 18 of Ludwig's First Addition, a Subdivision in the City of Joplin, Jasper County, Missouri, duly filed in the Jasper County Recorder's Office in Plat Book 7, at Page 1, AND All that part of Lot 1 of Southwest Village Subdivision, a Subdivision in the City of Joplin, Jasper County, Missouri, duly filed in

the Jasper County Recorder's Office in Plat Book 7, at Page 84, and being more particularly described as follows: Beginning at the Northeast corner of Lot 1 of Southwest Village Subdivision, a Subdivision in the City of Joplin, Jasper County, Missouri, duly filed in the Jasper County Recorder's Office in Plat Book 7, at Page 84; thence South 01 degrees 59 minutes 44 seconds West along the East line of said Lot 1, a distance of 37.94 feet to a found 5/8 inch iron bar with cap, LC62A/C; thence departing said East line North 87 degrees 58 minutes 30 seconds West, a distance of 50.00 feet; thence North 01 degrees 59 minutes 44 seconds East, a distance of 37.23 feet to a point in North line of said Lot 1; thence South 88 degrees 46 minutes 51 seconds East along said North line, a distance of 50.00 feet to the point of beginning, and containing 1,879 square feet of land, more or less.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 3, 2014
ITEM: Council Bill No. 2014-277

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Troy Bolander T.B. DATE: 10-22-14
INTERIM CITY MANAGER: Samuel L. Anselm DATE: 10/24/14
CITY ATTORNEY: Peter C. Edwards PE DATE: 10/24/14
BOARD OR COMMISSION: Planning & Zoning Commission MB DATE: 10/13/14

RECOMMENDED ACTION: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 040-14: Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street – A request for the vacation of all right-of-way and utility easements – Mercy Health Southwest Missouri/Kansas Communities.

STAFF SUMMARY:
The proposed vacation will not have a negative impact on the public. The existing right-of-ways are landlocked and cannot be accessed by the current transportation network, nor are there plans for access in the future. All utilities have consented to the vacation.

Staff recommends approval of Case 040-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jared Rasmussen, Olsson & Associates, requested the vacation of all the right-of-ways that weren't vacated when development initially began during 2011. At that time, the Missouri Department of Transportation (MoDOT) owned the other side of the right-of-way, so Mercy wasn't able to vacate these easements at that time. Since that time, MoDOT has vacated that right-of-way back to Mercy, so they're just moving forward with cleaning up the rest of the property.

PUBLIC COMMENT:
None.

RECEIVED 9-8-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 040-14
Filing Fee: $ 350.00
Date Advertised: 09-28-14
Date Notices Sent: N/A
Public Hearing Date: 10-13-14 / 11-3-14

I. Applicant Name: Mercy Health Southwest Missouri/Kansas Communities, a Missouri non-profit corporation Phone: 417-625-2486

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

Address: 2817 St. John's Blvd., Joplin, MO Zip: 64804

Email: Gary.Pulsipher@Mercy.Net

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

Street Vacation X

Alley Vacation ____

Utility vacation X

Other (Please specify) All public right-of-ways within the property as described in the attached legal description.

III. Legal Description of area requested to be vacated:

See Attached

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

1. Private rights will not be injured or endangered by the vacation.
   Only the applicant has access to ROWs being requested for vacation. The public at large does not have access nor will the vacation affect public circulation.

2. The vacation will not cause the public to suffer a loss or inconvenience.
   The ROWs be requested for vacation are not contiguous with the adjoining road systems and are solely within the property owned by the applicant. No public access to the ROWs currently exists.

3. In justice to the applicant(s) the vacation should be granted.
   Denial of the vacation request would eliminate the applicants ability to fully develop their property.

V. Required Attachments:

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

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

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

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

SIGNATURE: Gary W. Pulsipher DATE: 9/5/2014

BY: Gary W. Pulsipher

TITLE: President

Z&P Meeting: October 13, 2014
City Council Meeting: November 3, 2014

STAFF PLANNING REPORT
Vacation

CASE 040-14:

A request for the vacation of all right-of-way and utility easements for Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street.

APPLICANT: Mercy Health Southwest Missouri/Kansas Communities

REPRESENTATIVE: N/A

LOCATION: Between I-44 and 50th Street, Hearnes Boulevard to Indiana Avenue

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EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Virginia Avenue (Right-of-way, utility easement)	50' x 600' (approx.)
49th Street (Right-of-way, utility easement)	50' x 120' (approx.)
Grand Avenue (Right-of-way, utility easement)	50' x 160' (approx.)
45th Street (Right-of-way, utility easement)	50' x 150' (approx.)

REASON FOR VACATION:

The applicant owns the property and there are no plans to use the right-of-way or utility easement for future development. Most right-of-way and utility easements were vacated in a previous request in 2012 as part of the redevelopment of the site for Mercy's new location.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The proposed vacation will not have a negative impact on the public. The existing right-of-ways are landlocked and cannot be accessed by the current transportation network, nor are there plans for access in the future. All utilities have consented to the vacation.

Staff recommends approval of Case 040-14.

ENCLOSURES:

Site Plan

Exhibit showing right-of-ways previously vacated in 2012

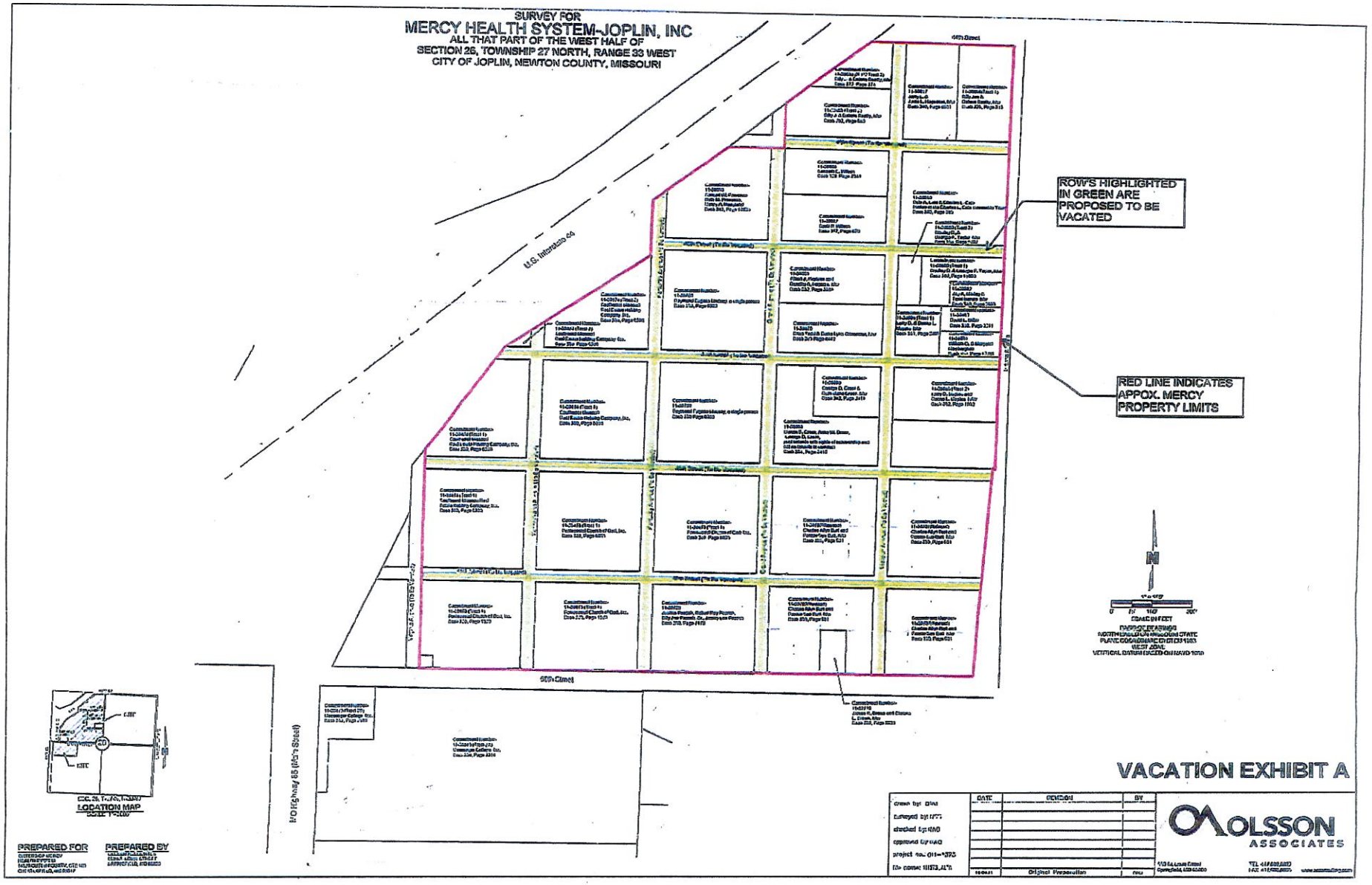


0 335 670 1,340 2,010 2,680 Feet

Case 040-14: A request to vacate all right-of-way and utility easements for Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street. - Mercy Health Southwest Missouri/Kansas Communities

N

SURVEY FOR
MERCY HEALTH SYSTEM-JOPLIN, INC
ALL THAT PART OF THE WEST HALF OF
SECTION 26, TOWNSHIP 27 NORTH, RANGE 33 WEST
CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



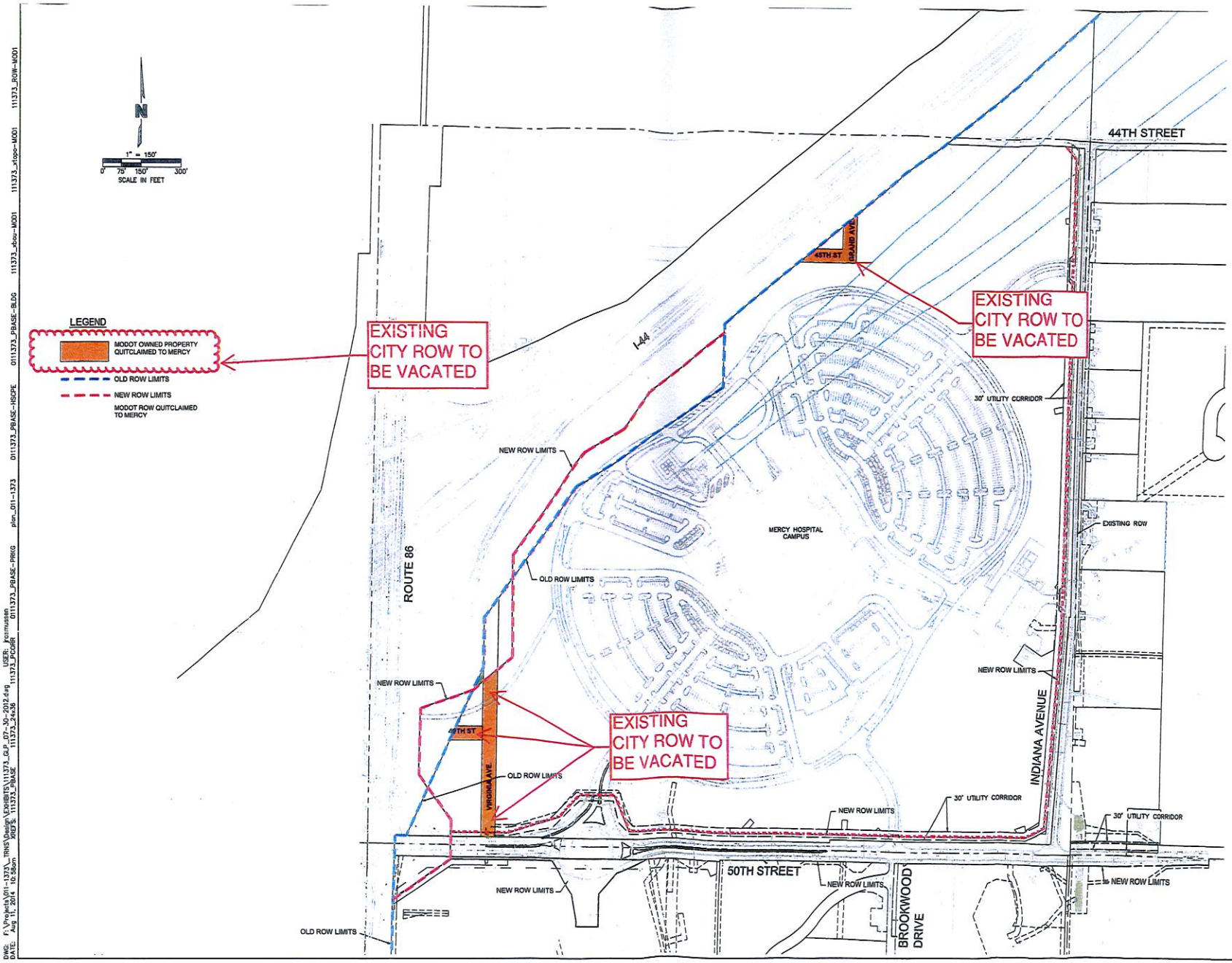
PREPARED FOR

PREPARED BY

VACATION EXHIBIT A

drawn by: DMd	DATE	DESCRIPTION	BY
surveyed by: N/A			
checked by: MAD			
approved by: MAD			
project no.: 011-1373			
file name: 11373_ALTA			
		Original Preparation	rmc

OLSSON ASSOCIATES



DWG: F:\Projects\011-1373\...TRNS\Design\EXHIBITS\111373_ROW_07-30-2012.dwg
DATE: Aug 11, 2014 10:58am
XREFS: 111373_PBASE 111373_24x36 111373_PCORR 011373_PBASE-PROG plan_011-1373 011373_PBASE-HSCPE 011373_PBASE-BLDG 111373_xtopo-MO01 111373_xbou-MO01 111373_ROW-MO01
USER: jcsmussen

OLSSON ASSOCIATES
Olsson Associates • Missouri State Certificate of Authority No. 001592
620 S. Jefferson Ave. Springfield, MO 65806
TEL 417.890.0808 FAX 417.890.0505
www.olssonassociates.com

REVISIONS

REV NO.	DATE	REVISIONS DESCRIPTION
NO.	DATE	DESIGN

ROW EXHIBIT

PUBLIC STREET & STORM IMPROVEMENTS
50TH STREET & INDIANA AVENUE

JOPLIN, MISSOURI

2014

drawn by:	ADB
checked by:	KVT
approved by:	KVT
QA/QC by:	KVT
project no.	011-1373
drawing no.	SHEET 1 OF 1 SHEETS
date:	

SHEET
1 of 1

Case 040-14: Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street – A request for the vacation of all right-of-way and utility easements – Mercy Health Southwest Missouri/Kansas Communities.

Mr. Eastman opened the public hearing for Case 040-14.

Mr. Jared Rasmussen, Olsson & Associates, requested the vacation of all the right-of-ways that weren't vacated when development initially began during 2011. At that time, the Missouri Department of Transportation (MoDOT) owned the other side of the right-of-way, so Mercy wasn't able to vacate these easements at that time. Since that time, MoDOT has vacated that right-of-way back to Mercy, so they're just moving forward with cleaning up the rest of the property.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 040-14.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 040-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 040-14
Mercy Health Southwest Missouri/
Kansas Communities
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-277 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of all right-of-way and utility easements for Virginia Avenue south of Interstate 44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between Interstate 44 and Grand Avenue, and Grand Avenue between Interstate 44 and 45th Street, in the City of Joplin, Newton County, Missouri.

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

Section 1. That all that part of right-of-way and utility easements for Virginia Avenue south of Interstate 44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between Interstate 44 and Grand Avenue, and Grand Avenue between Interstate 44 and 45th Street, in the City of Joplin, Newton County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All that part of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, Newton County, Missouri, and being more particularly described as follows: Commencing at a found 5/8 inch iron bar with cap, LC366 marking the Southwest corner of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, City of Joplin, Newton County, Missouri; thence South 88 degrees 45 minutes 35 seconds East along the South line of said Quarter Section, a distance of 422.94 feet; thence departing said South line North 01 degrees 21 minutes 31 seconds East, a distance of 45.10 feet to the point of intersection of the North right-of-way line of 50th Street, as now established, and the West right-of-way line of Virginia Avenue, as now established, said point being the Point of Beginning; thence North 01 degrees 21 minutes 31 seconds East along the West right-of-way line of Virginia Avenue, a distance of 334.52 feet to the point of intersection of said West right-of-way line and the South right-of-way line of East 49th Street, as now established; thence departing said West right-of-way line North 88 degrees 57 minutes 05 seconds West along said South right-of-way line, a distance of 120.27 feet; thence departing said South right-of-way line North 25 degrees 38 minutes 03 seconds East, a distance of 54.98 feet to the North right-of-way line of said East 49th Street; thence South 88 degrees 57 minutes 05 seconds East, a distance of 97.67 feet to the point of intersection of said North right-of-way line and said West right-of-way line of Virginia Avenue; thence North 01 degrees 21 minutes 31 seconds East along said West right-of-way line, a distance of 167.36 feet to the point of intersection of said West right-of-way line and the East right-of-way line of Missouri Highway 86, as now established; thence North 49 degrees 42 minutes 12 seconds East along said East right-of-way line, a distance

of 66.92 feet to the point of intersection of said East right-of-way line and the East right-of-way line of said Virginia Avenue; thence South 01 degrees 21 minutes 31 seconds West along said East right-of-way line, a distance of 596.36 feet to the point of intersection of said East right-of-way line with the said North right-of-way line of 50th Street; thence North 88 degrees 38 minutes 29 seconds West along said North right-of-way line, a distance of 50.00 feet to the Point of Beginning, and containing 34,154 square feet, more or less. Subject to easements and other items of record. AND All that part of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, Newton County, Missouri, and being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, City of Joplin, Newton County, Missouri; thence North 89 degrees 02 minutes 33 seconds West along the North line of said Quarter Section, a distance of 858.35 feet; thence departing said North line South 01 degrees 14 minutes 25 seconds West, a distance of 288.19 feet to the point of intersection of the Southeast right-of-way line of Interstate Highway 44, as now established, and the East right-of-way line of Grand Avenue, as now established for a Point of Beginning; thence South 01 degrees 14 minutes 25 seconds West along said East right-of-way line, a distance of 176.69 feet to the point of intersection with said East right-of-way line and the South right-of-way line of East 45th Street, as now established; thence North 89 degrees 04 minutes 40 seconds West along said South right-of-way line, a distance of 207.81 feet to the point of intersection and said South right-of-way line with said Southeast right-of-way line of Interstate Highway 44; thence North 50 degrees 40 minutes 55 seconds East along said Southeast right-of-way line, a distance of 77.40 feet; thence continuing along said Southeast right-of-way line, South 89 degrees 04 minutes 40 seconds East, a distance of 99.00 feet; thence continuing along said Southeast right-of-way line North 01 degrees 14 minutes 25 seconds East, a distance of 84.18 feet; thence continuing along said Southeast right-of-way line North 50 degrees 40 minutes 55 seconds East, a distance of 65.81 feet to the Point of Beginning and containing 14,192 square feet, more or less. Subject to easements and other items of record.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES October 20, 2014

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael L. Seibert.

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Mr. Stanley

ROLL CALL – Motion by Mr. Woolston Second by Mr. Glaze to excuse Mrs. Lewis. Motion carried 8-1 absence. Motion by Ms. Colbert-Kean, Second by Mr. Glaze to excuse Dr. Rosenberg. Motion carried 7-2 absence.

PRESENTATIONS - Mayor Seibert recognized Joplin "Go Blue" for the Kansas City Royals" start in the World Series tomorrow at Kauffman Stadium. He said that Joplin is proud to support the KC Royals and that the Royals were here in Joplin soon after the tornado to help with the rebuilding and assisting to their needs. They were back since the initial visit still willing to assist with work on the rehab homes. Kansas City has shown support to us, so why not Joplin show support for the Kansas City team that has done so much? This is our long-distance way to say congratulations and good luck to the Royals franchise. Mayor Seibert "flipped" a switch on the dais that lit blue and white lights draped around silver tinsel and blue beads topped with draped bows. A Royals pennant and two Royals pennant baseballs were also attached to the dais rounding off the décor. A version of Harry Caray's "Take Me out to the Ballgame" topped off the presentation.

Semi-Annual Insurance Update – Leslie Haase – Segal – Leslie Haase presented the Semi Annual insurance update to Council. Motion by Mr. Scearce, Second by Mr. Glaze to vote on Scenario one regarding the out of pocket scenario as presented on the 2015 Maximum out of pocket guidance and plan design analysis.

FINALIZATION OF CONSENT AGENDA - Motion by Mr. Scearce, Second by Mr. Woolston to change the minutes of the October 6, 2014 council meeting to change Mr. Scearce's vote on the roll call to reflect the vote as being 8-0-1. Motion carried 7-0-2.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Charles Farren, 805 West 11th Street, Joplin requests to address concerning making the city better by helping with rebuilding efforts. Mr. Farren was not in the Chambers at the time of the

presentation. Did not appear at the time requested. Mayor announced if he attends tonight's council meeting council will consider listening to him.

PUBLIC HEARINGS
Public Hearing Procedures: read by City Clerk Barbara Hogelin

PUBLIC HEARING for COUNCIL BILL NO. 2014-273

ACTION

Mayor Michael Seibert opened the Public Hearing

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

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2014-273. Motion by Mr. Glaze, Second by Mr. Scearce to Place Council Bill No. 2014-273 on First Reading, Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Bill was read as being COUNCIL BILL NO. 2014-273

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3-PD property as described below and located at 305 South High Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-274

Mayor Michael Seibert opened the Public Hearing

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

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2014-274. Motion by Mr. Stanley, Second by Mr. Shaw, to Pass Council Bill No. 2014-274 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Bill was read as being COUNCIL BILL NO. 2014-274

AN ORDINANCE providing for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, Missouri.

Motion by Mr. Woolston, Second by Mr. Scearce to allow Mr. Farren, to address the council since he just arrived.

Mr. Farren introduced himself as Michael Farren. He said he wanted to find ways to provided body cameras for the police and camera for the police cars. He also wants to make Joplin a better city by helping rebuilding it better.

Police Chief Jason Burns said the Police Department has in its budget for the upcoming year 18 body cameras and all Supervisors will have car cameras. Mayor thanked Mr. Farren for bringing this to the Council's attention.

CONSENT AGENDA - Motion by Mr. Shaw, Second by Mr. Glaze, to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

Minutes of the October 6, 2014 Council Meeting.

COUNCIL BILL NO. 2014-023 - AN ORDINANCE amending Chapter 94, Zoning, of the Joplin City Code, by enacting a new Article IV., Department of Planning, Development and Neighborhood Services., Sec. 94-91. Director of planning, development and neighborhood services; and Sec. 94-92. Powers and Duties. Ordinance No. 2014-162

COUNCIL BILL NO. 2014-270 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at the southeast corner of Seventh Street and Schifferdecker Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-163

COUNCIL BILL NO. 2014-271 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located at 2808 South Picher Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-164

COUNCIL BILL NO. 2014-272 - AN ORDINANCE Request to Review the Amended Final Plat for CVS FIRST ADDITION TO THE CITY OF JOPLIN located at the southeast corner of 32nd Street and Hearne's Boulevard in the City of Joplin, Newton County, Missouri. Ordinance No. 2014-165

COUNCIL BILL NO. 2014-455 - AN ORDINANCE amending Chapter 62, Health and Sanitation, of the Code of Ordinances of the City of Joplin, Missouri, by repealing Section 62-111, Food code adopted., and Section 62-112, Amendments to food code., and enacting in lieu thereof, Sections 62-111, "Food Service Sanitation.", and 62-112, "Amendments to Food Service Sanitation.", providing generally for the adoption of the 2009 Food Code as written by the Food and Drug Administration as adopted by the State of Missouri Department of Health as the Missouri Food Code as published June 3, 2013 and providing certain amendments thereto. Ordinance No. 2014-166

RESOLUTIONS

Mr. Woolston introduced Resolution No. 2014-019. Motion by Mr. Woolston, Second by Ms. Colbert-Kean to Approve Resolution No. 2014-019. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Bill was read as being RESOLUTION NO. 2014-019

A RESOLUTION authorizing the filing of a Third Partial Action Plan 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 Plan for and on behalf of the City of Joplin.

ORDINANCES-EMERGENCIES

Mr. Woolston introduced Council Bill No. 2014-179. Motion by Mr. Woolston, Second by Mr. Stanley to Adopt Council Bill No. 2014-179. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-167

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1203 W. 6TH St.. in the City of Joplin, Missouri, for the amount of Two Thousand Three Hundred Eighty Eight and 00/100 Dollar ($2,388.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-180. Motion by Mr. Stanley, Second by Mr. Shaw to Adopt Council Bill No. 2014-180. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-168

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1403 Missouri in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Forty Nine and 00/100 Dollar ($1,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-181. Motion by Mr. Woolston, Second by Mr. Stanley to Adopt Council Bill No. 2014-181. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-169

AN ORDINANCE approving a contract with Dalton-Killinger Construction Company in the amount of One Million Sixty Five Thousand Fifty Three and no/100 Dollars ($1,065,053.00) for

the Construction of Storm Water Improvements at 26th St. & Michigan Avenue and 24th Street & Patterson Ave project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-182. Motion by Mr. Scearce, Second by Ms. Colbert-Kean to Adopt Council Bill No. 2014-182. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-170

AN ORDINANCE approving a contract with Asbell Excavating & Trucking Co. in the amount of Thirty Seven Thousand Six Hundred Thirty Nine and 40/100 Dollars ($37,639.40) for the Crossroads Pressure Sewer Line Relocation Project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-456. Motion by Mr. Shaw, Second by Mr. Stanley to Adopt Council Bill No. 2014-456. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-171

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, and, authorizing the Interim City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-457. Motion by Mr. Glaze, Second by Mr. Scearce to Adopt Council Bill No. 2014-457. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-172

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-516. Motion by Mr. Scearce, Second by Mr. Stanley to Adopt Council Bill No. 2014-516. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-173

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-517. Motion by Mr. Stanley, Second by Mr. Scearce to Adopt Council Bill No. 2014-517. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-174

AN ORDINANCE approving a Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-518. Motion by Mr. Glaze, Second by Mr. Woolston to Adopt Council Bill No. 2014-518. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-175

AN ORDINANCE approving a Contract by and between the City of Joplin and Humana to provide voluntary vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-519. Motion by Mr. Woolston, Second by Mr. Glaze to Adopt Council Bill No. 2014-519. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-176

AN ORDINANCE 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, to adjust appropriations in various funds and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-520. Motion by Mr. Woolston, Second by Ms. Colbert-Kean to Adopt Council Bill No. 2014-520. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg. Ordinance No. 2014-177

The Council Bill was declared Adopted and entitled Ordinance No. 2014-177

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2014 to October 31, 2015, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Woolston introduced Council Bill No. 2014-621. Motion by Mr. Woolston, Second by Mr. Stanley that Council Bill No. 2014-621 be Passed on First Reading and Advance to Second and

Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

The Council Bill was read as being COUNCIL BILL NO. 2014-621

AN ORDINANCE approving a License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, a Municipal Corporation, and Crowder College; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Case 041-14: Northeast corner of High Avenue and 3rd Street – A request for a Site Plan Review for the redevelopment of Joe Becker Stadium, located in a District C-3 PD (Commercial – Planned Development) zoning district – City of Joplin. Motion by Mr. Scearce, Second by Mr. Glaze to approve case 041-14. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

News from the PIO.

Lynn Onstot – PIO, talked about drivers and crosswalks and cautioned everyone to be more attentive to the crosswalks when approaching them with pedestrians in the crosswalks.

A reception will be held Friday, October 24, 2014 at 4:30 pm in the lobby of city hall for the candidates for city manager. Also, on November 1, 2014 at 11:15 a.m., a reception will be held for one of the candidates who could not be here this weekend.

A donation ceremony has been scheduled for 10 a.m. on Thursday, Oct. 23 at Cunningham Park in Joplin. Corrections officials, along with city officials from Joplin, will be in attendance at the event. This unique donation from the Dept. of Corrections will bring over 150 trees to Joplin. Joplin Mayor Mike Seibert and Parks and Recreation Director Chris Cotten will accept the donation as we learn about the department's Restorative Justice Program that offenders participated in to care for these trees during the past three years.

Mr. Woolston said that Captain Joe Huddleston of the JFD had been named Fire Fighter of the year and he wanted to mention it.

He also said the city pays $250,000 a year to the Humane Society. People need to take better care of their pets.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2013, and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth

in Section 610.021(1) 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. Motion by Mr. Glaze, Second by Mr. Woolston, to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Scearce, Seibert, Shaw, Stanley and Woolston. 7. Nays: 0. Absent: 2 Lewis, Rosenberg.

There being no further business the meeting adjourned at 7:50 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

October 25, 2014

CALL TO ORDER
The Special Meeting for the Joplin City Council was called to order at 8:00 a.m. by Mayor Michael L. Seibert.

READING OF THE SPECIAL CALL
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 8:00 a.m. on Saturday, October 25, 2014, in the Informal Council Conference Room, Joplin Municipal Building, 602 S. Main, for the purpose of interviewing City Manager Candidates.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 7. Absent: Morris Glaze, Miranda Lewis, 2.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information including individually identifiable personnel records, performance ratings or records pertaining to applicants for employment as set forth in Section 610.021(3) and (13) RSMo, as amended, 2013, more specifically for the purpose of discussing the hiring of a City Manager. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Ms. Colbert-Kean, Second by Mr. Woolston to go into closed session.

Roll call vote to go into closed session. Voting in favor were Council Members: Melodee Colbert–Kean, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston. 7. Absent: 2, Morris Glaze, Miranda Lewis,

The open meeting was adjourned at 8:10 am.

Respectfully submitted,

Barbara J Gollhofer
Barbara J. Gollhofer, Assistant City Clerk

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014
ITEM: Council Bill No. 2014-273

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Nicholas A. Heatherly DATE: 10/14/14
INTERIM CITY MANAGER: Samuel L. Anselm DATE: 10/14/14
CITY ATTORNEY: Peter C. Edwards DATE: 10/14/14
BOARD OR COMMISSION: Planning & Zoning Commission DATE: 10/13/14

RECOMMENDED ACTION: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 036-14: 305 South High Avenue – A request to rezone property from District R-2 (Two-Family Residential) to District C-3 PD (Commercial – Planned Development) for the redevelopment of Joe Becker Stadium – City of Joplin.

STAFF SUMMARY:
The proposed rezoning is to support the redevelopment of Joe Becker Stadium at the northeast corner of Third Street and High Avenue. This property will be used for parking with the potential to be developed in the future with commercial/retail uses that support the stadium.

Staff recommends approval of Case 036-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright stated that this is a request to rezone property that was originally included in the first rezoning of Joe Becker Stadium but was removed because it had not been officially acquired yet by the baseball team. The property has now been acquired, and the City is requesting to rezone this property to District C-3-PD to conform to the surrounding zoning district, as well as to potentially be developed as commercial in the future. The existing house on this site will be demolished to provide parking space for Joe Becker Stadium.

Mr. Cortez asked if the City has purchased all that property, and Mr. Wright replied yes. The City owns the properties facing Third Street. The remaining properties are all owned by the baseball team, but the City has their consent to represent them.

PUBLIC COMMENT:
None.

REZONING APPLICATION FORM

RECEIVED 9-26-14

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

For Office Use Only
Case No.: 0316-14
Filing Fee: $350.00
Date Advertised: 09-28-14
Date Notices Sent: 09-30-14
P&Z Date: 10-13-14
City Council Date: 10-20-14

APPLICANT: City of Joplin, Mo
ADDRESS: 602 S. main Joplin Mo PHONE: 417-624-0820
EMAIL: ZIP: 64801
OWNER: Charter Sports
ADDRESS: 1776 N. Scottsdale Rd. Scottsdale AZ PHONE:
EMAIL: ZIP: 85257
LOCATION OF PROPERTY: 305 S. High Ave.
LEGAL DESCRIPTION: See attached

Present Zoning R-2 Requested Zoning: C-3 PD Acreage: .57
Present Use of Property: Single-family
Proposed Use of Property: Commercial - Recreation, entertainment

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	C-3 PD
South	Vacant	C-3 PD
East	Vacant	C-3 PD
West	Industrial	M-2

CHARACTER OF THE NEIGHBORHOOD: Mix of commercial, industrial, + Recreation

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? Future land use shows medium-density Residential. However, the close proximity to 4th St. & other commercial areas will not create a stand alone district.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: High Ave.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? N/A
2. Properly Sized Street Right-of-Way?
3. Drainage Easements?
4. Utility Easements:
   - Electricity?
   - Gas?
   - Sewers?
   - Water?
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
The Rezoning will support the redevelopment of Joe Becker Stadium.

SIGNATURE: [signature] DATE: 9-26-14

BY: TROY BOLANDER

TITLE: PLANNING & COMM. DEV. DIRECTOR

[signature] 9/26/14

Matt Wright

Planning & Comm. Dev. Planner

Z&P Meeting: October 13, 2014
City Council Meeting: October 20, 2014

STAFF PLANNING REPORT
Rezoning

CASE 036-14:

A request to rezone from District R-2 (Two-Family Residential) to District C-3 PD (Commercial – Planned Development) for the redevelopment of Joe Becker Stadium.

APPLICANT: City of Joplin

LOCATION: 305 S. High Avenue

REQUESTED ZONING: C-3 PD (Commercial – Planned Development)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-2	Single-Family	120' x 210' / 25,200 ft² / .58 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3 PD	C-3 PD	C-3 PD	M-2
Land Use	Vacant	Vacant	Vacant	Industrial

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as medium-density residential. However, adjacent properties are designated as commercial and industrial, not creating a stand-alone district.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
High Avenue	Local	50'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is to support the redevelopment of Joe Becker Stadium at the northeast corner of 3rd Street and High Avenue. This property will be used for parking with the potential to be developed in the future with commercial/retail uses that support the stadium.

Staff recommends approval of Case 036-14.

ENCLOSURES:

None



Case 036-14: A request to rezone property from District R-2 (Two-Family Residential) to District C-3 PD (Commercial - Planned Development) at 305 S. High Avenue for the redevelopment of Joe Becker Stadium. - City of Joplin

Case 036-14: 305 South High Avenue – A request to rezone property from District R-2 (Two-Family Residential) to District C-3 PD (Commercial – Planned Development) for the redevelopment of Joe Becker Stadium – City of Joplin.

Mr. Eastman opened the public hearing for Case 036-14.

Mr. Wright stated that this is a request to rezone property that was originally included in the first rezoning of Joe Becker Stadium but was removed because it had not been officially acquired yet by the baseball team. The property has now been acquired, and the City is requesting to rezone this property to District C-3-PD to conform to the surrounding zoning district, as well as to potentially be developed as commercial in the future. The existing house on this site will be demolished to provide parking space for Joe Becker Stadium.

Mr. Cortez asked if the City has purchased all that property, and Mr. Wright replied yes. The City owns the properties facing Third Street. The remaining properties are all owned by the baseball team, but the City has their consent to represent them.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 036-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 036-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 036-14
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-273 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3-PD property as described below and located at 305 South High Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-2 and including same in District C-3-PD:

All of Lot Numbered Twenty-four (24) in Taylor's Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, together with the alley way, running East and West between the South Half of Lot Numbered Twenty-four (24) and the North Half of Lot Numbered Twenty-five (25) in Taylor's Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014
ITEM: Council Bill No. 2014-274

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Nicholas A. Heatherly NAH DATE: 10/14/14
INTERIM CITY MANAGER: Samuel L. Anselm SLA DATE: 10/14/14
CITY ATTORNEY: Peter C. Edwards PCE DATE: 10/14/14
BOARD OR COMMISSION: Planning & Zoning Commission NAW DATE: 10/13/14

RECOMMENDED ACTION: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 037-14: Third Street between High and Comingo Avenues – A request for the vacation of all of 3rd Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium – City of Joplin.

STAFF SUMMARY:
The street and partial utility easement vacation will support the redevelopment of Joe Becker Stadium. The footprint of the stadium is being expanded and will include permanent structures in the north half of the existing right-of-way. No permanent structures are permitted in the right-of-way or utility easement, and therefore needs to be vacated to support the redevelopment.

Several utilities are located within the south half of the right-of-way. The right-of-way will be vacated, but a utility easement will remain that will allow utilities to continue to maintain their lines.

Staff recommends approval of Case 037-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright stated that this is a request to vacate all of the Third Street right-of-way but maintain the south half as a utility easement. All utilities have consented to the vacation, with the easement being provided to protect their existing lines, all of which are located in the south half of the right-of-way. The vacation will allow for the redevelopment of Joe Becker Stadium, as part of the stadium will be developed into the existing street right-of-way. The south half will be used as a pedestrian plaza area.

Mr. Cortez asked if a through street will still exist. Mr. Wright replied no, with only a utility easement remaining.

Mr. Cortez asked about access to the Boys' and Girls' Club to the east, and Mr. Wright replied through Comingo Avenue.

Mr. Ramsour asked if Comingo Avenue lies between the stadium and the Boys' and Girls' Club and if it is still an open street or if it has been vacated. Mr. Wright thought it had been vacated.

PUBLIC COMMENT:
None.

RECEIVED
9-26-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 037-14
Filing Fee: $ 350.00
Date Advertised: 09-28-14
Date Notices Sent 09-30-14
Public Hearing Date: 10-13-14 / 10-20-14

I. Applicant Name: City of Joplin, MO Phone: 417-624-0820

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

Address: 602 S. Main St. Joplin MO Zip: 64801

Email: _____

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

Street Vacation ✓

Alley Vacation _____

Utility vacation ✓ (partial)

Other (Please specify) _____

III. Legal Description of area requested to be vacated: See attached

_____

_____

_____

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

1. Private rights will not be injured or endangered by the vacation. City of Joplin owns property adjacent to R-O-W. No other properties will lose access to property. South half will retain utility easement.

2. The vacation will not cause the public to suffer a loss or inconvenience. The public will have access through 4th St., High, & Camingo Avenues

3. In justice to the applicant(s) the vacation should be granted. The Request will support the Redevelopment of Joe Becker Stadium.

V. Required Attachments:

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

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

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

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

SIGNATURE: _____ DATE: 9-22-14

BY: TROY BOLANDER

TITLE: PLAN. & CMNTY. DEV. MGR.

Z&P Meeting: October 13, 2014
City Council Meeting: October 20, 2014

STAFF PLANNING REPORT
Vacation

CASE 037-14:

A request for the vacation of all of 3rd Street right-of-way between High and Comingo Avenues, and to vacate the north half of the utility easement for the redevelopment of Joe Becker Stadium.

APPLICANT: City of Joplin

REPRESENTATIVE: N/A

LOCATION: 3rd Street between High and Comingo Avenues

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Street right-of-way	50' x 430' (approx.)
Utility easement	25' x 430' (approx.)

REASON FOR VACATION:

The applicant owns both sides of the street and is requesting to vacate for the redevelopment of Joe Becker Stadium. The north half of the utility easement will be vacated. The south half of the utility easement will remain for existing utilities.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes (south half)

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Yes (south half)

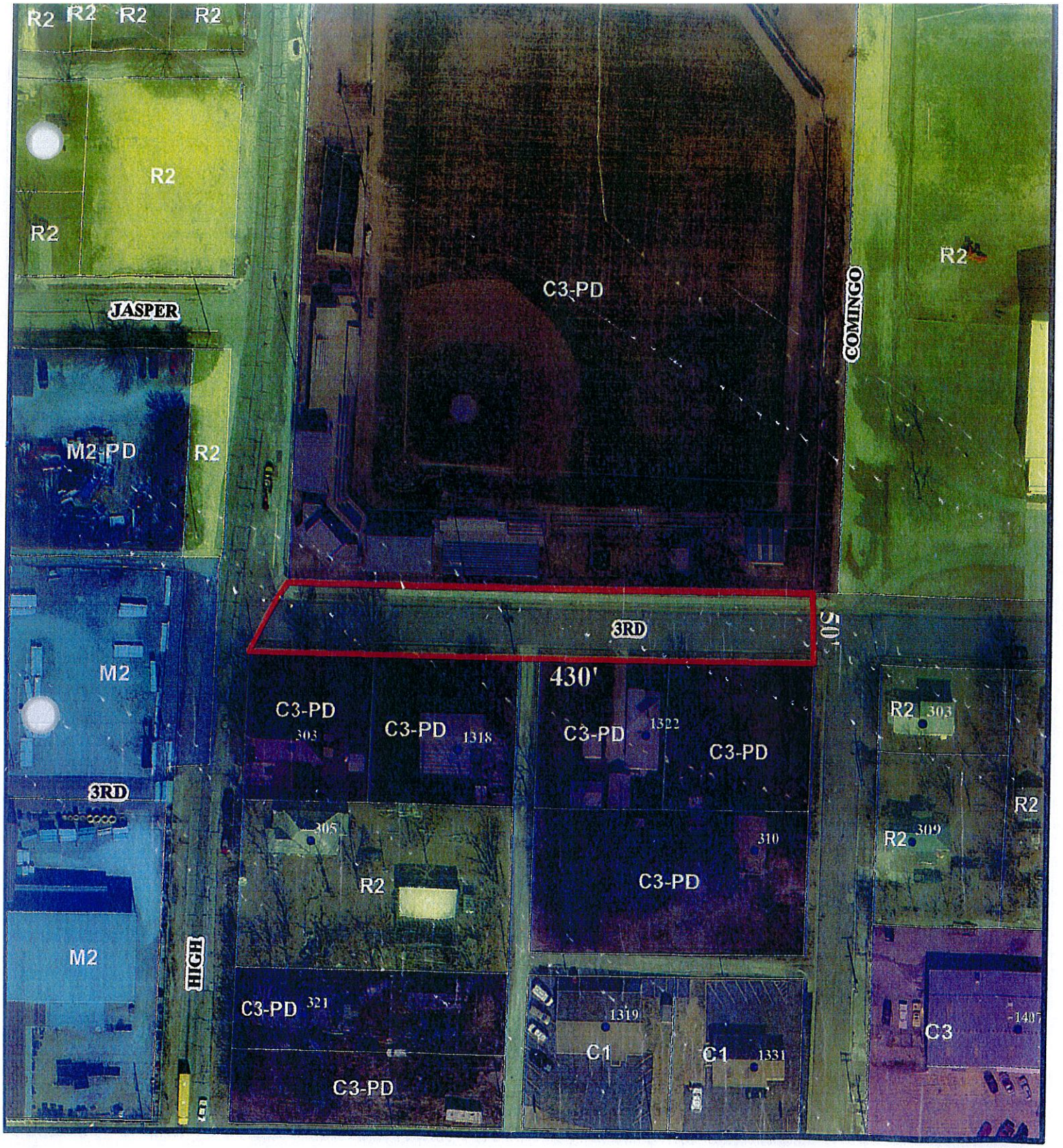
DISCUSSION:

The street and partial utility easement vacation will support the redevelopment of Joe Becker Stadium. The footprint of the stadium is being expanded and will include permanent structures in the north half of the existing right-of-way. No permanent structures are permitted in the right-of-way or utility easement, and therefore needs to be vacated to support the redevelopment.

Several utilities are located within the south half of the right-of-way. The right-of-way will be vacated, but a utility easement will remain that will allow utilities to continue to maintain their lines.

Staff recommends approval of Case 037-14.

ENCLOSURES: None



Case 037-14: A request to vacate all of 3rd Street right-of-way between High and Comingo Avenues, and to vacate the north half of the utility easement for the redevelopment of Joe Becker Stadium. - City of Joplin

Case 037-14: Third Street between High and Comingo Avenues – A request for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium – City of Joplin.

Mr. Eastman opened the public hearing for Case 037-14.

Mr. Wright stated that this is a request to vacate all of the Third Street right-of-way but maintain the south half as a utility easement. All utilities have consented to the vacation, with the easement being provided to protect their existing lines, all of which are located in the south half of the right-of-way. The vacation will allow for the redevelopment of Joe Becker Stadium, as part of the stadium will be developed into the existing street right-of-way. The south half will be used as a pedestrian plaza area.

Mr. Cortez asked if a through street will still exist. Mr. Wright replied no, with only a utility easement remaining.

Mr. Cortez asked about access to the Boys' and Girls' Club to the east, and Mr. Wright replied through Comingo Avenue.

Mr. Ramsour asked if Comingo Avenue lies between the stadium and the Boys' and Girls' Club and if it is still an open street or if it has been vacated. Mr. Wright thought it had been vacated.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 037-14.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 037-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 037-14
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-274 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of Third Street right-of-way between High and Comingo Avenues and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All that part of 3rd Street (formerly known as Woodson Avenue) lying between the east right-of-way line of Comingo Avenue and the west right-of-way line of High Street in Taylor's Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 20, 2014

ITEM: Council Bill No. 2014-621 approving a License Agreement between the City of Joplin, Missouri and Crowder College for the use of Joplin Police Department training courses.

ORIGINATING DEPARTMENT: Joplin Police Department

ATTACHMENTS: Council Bill No. 2014-621; copy of License Agreement and Exhibit A.

DEPARTMENT HEAD:	Jason B. Burns JB	**DATE:** 10/10/14
CITY MANAGER:	Samuel L. Anselm	**DATE:** 10/13/14
LEGAL:	Peter C. Edwards PE	**DATE:** 10/10/14
FINANCE:	Leslie Haase LH	**DATE:** 10-10-14

INTRODUCTION:

This Council Bill approves a license agreement between the City of Joplin, Missouri and Crowder College for the use of Joplin Police Department training courses.

DISCUSSION:

The Joplin Police Department has developed and utilizes over 90 training courses to train and provide continuing education for JPD officers. This agreement allows Crowder College to use these existing training courses for their POST training program. In return, any training conducted by Crowder College using one of the listed police department courses, Crowder will provide JPD with a 10% royalty per student per class. In this manner both entities benefit and contribute to the consistency in training for the entire region.

RECOMMENDATION:

Staff recommends this Council Bill be approved on First Reading.

JBB/ts
attachments

COUNCIL BILL NO. 2014-621 **ORDINANCE NO.**

AN ORDINANCE approving a License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, a Municipal Corporation, and Crowder College; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, and Crowder College, a true and accurate copy of the same being 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 on behalf of the City of Joplin, Missouri.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this ___ day of _____, 2014, between the JOPLIN POLICE DEPARTMENT ("Licensor") and CROWDER COLLEGE ("Licensee").

WHEREAS, Licensor has developed extensive course materials for the education and training of its law enforcement personnel; and

WHEREAS, Licensee wishes to obtain a license to use said course materials developed by Licensor for Licensee's use in providing Peace Officer Standards and Training Commission (POST) classes to other law enforcement agencies; and

WHEREAS, Licensor and Licensee agree that it is in the best interest of the law enforcement community and the public to ensure that regional law enforcement training is consistent in content, high in quality, and affordable to all agencies.

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

1. Purpose. The purpose of this Agreement is to set forth the conditions under which Licensee is authorized to use Course Materials developed by Licensor for Licensee's use in providing POST classes to other law enforcement agencies.

2. Term of Agreement. This Agreement shall be effective once it is fully executed by each party and shall be for a one-year term, and shall be automatically renewed for successive one-year terms, unless the Agreement is terminated or modified pursuant to this Agreement.

3. Course Materials. Subject to the terms, covenants and conditions contained herein, Licensor grants to Licensee the nonexclusive right to use Course Materials, as designated by Licensor and illustrated in "Exhibit A," attached hereto ("Course Materials"). Additional Course Materials not contained in "Exhibit A" may be licensed at the discretion of Licensor. Licensee acknowledges and agrees that Licensor has invested substantial resources, time, and funds in developing Course Materials.

4. Use of Course Materials. Course Materials shall be used by Licensee in providing POST classes to other law enforcement agencies. Licensor authorizes Licensee to submit the courses in attached "Exhibit A" to the Peace Officer Standards and Training Commission for approval and a control number, which authorizes Licensee to present each course to another law enforcement agency for POST Provider Credit, otherwise known as Continuing Education Credit (CEU), as required by Missouri statute for Missouri Peace Officers to maintain their license.

5. Costs and Payment. Licensee agrees to pay to Licensor ten percent (10%), per student, per class, of the fees charged for presenting such courses, applicable each time each course is presented so long as this Agreement remains in effect. Licensee agrees to remit payment within 15 days of the conclusion of the course. Licensee is to provide documentation supporting the calculation for payment (e.g. class enrollment).

6. Equipment/Set-Up. All equipment and materials associated with Course Materials shall be provided and maintained by Licensee at all times. Licensee shall ensure that the participants in connection with Course Materials shall take all steps necessary to ensure that the set-up is performed in a safe manner. No equipment or set-up shall be supplied by Licensor.

7. Permits and Approvals. At all times during the term of this Agreement, Licensee shall maintain, in full force and effect and at its own cost and expense, all permits, certificates, licenses and other necessary documents to offer Course Materials on the Premises as contemplated herein.

8. Utilities. Licensor shall not be required to provide any utilities.

9. Non-assignment. Licensee's interest herein shall not be assigned, transferred, or granted to any other party.

10. Default. In addition to the termination rights provided herein, Licensor may immediately terminate this Agreement without notice in the event that Licensee defaults on any terms or conditions of the Agreement. In the event Licensee defaults on any terms or condition of this Agreement, Licensor may physically remove any persons, personal property and/or vehicles of Licensee, its employees, producers, vendors, guests, customers, invitees, contractors, or agents remaining on the Premises. Said removal shall be at the expense of Licensee.

11. Alterations. Licensee shall not alter, improve, or in any way change or modify Course Materials without approval by Licensor. Any alterations shall not create an ownership interest in Licensee or any third party.

12. Indemnity. Licensee agrees to indemnify Licensor and hold Licensor harmless from and against any losses, damages or claims, including attorney fees and costs incurred by Licensor for any claim arising from this Agreement, including claims by third parties, for damages connected to this Agreement, including but not limited to the use, non-use, and misuse of Course Materials by Licensee, its employees, students, trainees, vendors, invitees, customers, guests, contractors or agents. The terms of this Section 12 shall survive the termination of this Agreement.

13. Liability. At all times during the term of this Agreement, Licensee shall maintain at its own cost and expense, a policy of commercial general liability insurance, including contractual liability covering its obligations under this Agreement, with a minimum coverage of $1,000,000 per occurrence and not less than $2,000,000 annual aggregate as

to the Course Materials. The policy shall name Licensor as an additional insured. Such insurance shall be purchased from an insurance company licensed to do business in Missouri with an A.M. Best rating of not less than A-X, and shall be placed with such company and upon such forms as Licensor shall reasonably approve. Licensee shall promptly provide Licensor with a certificate of insurance as evidence of the above insurance, which shall provide that the insurer will give Licensor at least thirty (30) days written notice prior to any cancellation, non-renewal or material change in coverage.

14. Licensor Not Responsible. Licensor shall not be liable for any losses, damages or claims of Licensee, or its employees, producers, vendors, guests, customers, invitees, contractors, or agents of Licensee arising out of the use of the above licenses or the use of Course Materials. This Agreement shall not constitute a bailment nor shall it create the relationship of bailor and bailee. Licensor shall have the right to post notices of non-responsibility on and about Course Materials. Licensee shall reimburse Licensor for the costs of such notices and their installation (and, when appropriate, their removal) within ten (10) days after receiving Licensor's invoice).

15. Notices. Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to Licensor:
Joplin Police Department
303 E 3rd St
Joplin, MO 64801
Attention: Chief Jason Burns

with a copy to:
City Attorney's Office
602 S Main St
Joplin MO 64801
Attention: Peter C. Edwards

If to Licensee:
Name
Address
Address
Attention:

16. Termination. Either party may terminate its obligations under this Agreement by giving thirty (30) days written notice to the other party.

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

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

19. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should Licensor be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

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

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

23. Counterparts. This Agreement may be executed in any number of counterparts, electronic, facsimile, or otherwise, each when taken together shall constitute one document.

24. Return of Course Materials. Licensee agrees to return all Course Materials to Licensor upon expiration or termination of this Agreement, and that Licensee will not continue to use Course Materials or any variations thereof, after expiration or termination of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

Licensor and Licensee have executed this Agreement as of the date identified above.

Samuel L. Anselm, Interim City Manager

By: _____
Its: _____

Crowder College

By: _____
Its: _____

Exhibit A
JPD Training Courses

1. Crash Investigation
2. Active Shooter
3. Airport Security Training
4. All Hazards
5. ATV Safety Course
6. Background Investigation
7. Ballistic Breaching (ALS)
8. Basic Crash Photography
9. Basic Sniper School
10. Basic Police Cyclist Course
11. Below 100
12. Building Clearing (Dodson/Higginbotham)
13. CALEA Accreditation Training
14. Car Video/Ticket Writers
15. CBRNE –WMD Radiological/Nuclear Awareness
16. Chemical Munitions
17. Child Abuse
18. City Ordinances/State Laws
19. Civil Disturbance (Higginbotham)
20. Communicable Diseases
21. Community Policing
22. Consular Notification
23. Courtroom Preparation/Testimony
24. CPR (N/A)
25. Crime Free Multi Housing
26. Crime Scene Investigation
27. Criminal Interdiction (Jimenez)
28. Crisis Intervention Team
29. Customer Service
30. Cyber Crimes (Root/Roller)
31. Defensive Tactics
32. Digital Evidence (Roller)
33. Dispatch Protocol (Goodwin)
34. Distracted Driving
35. Diversionary Devices & Stun Munitions
36. Domestic Violence
37. DWI Strategies for Small Agencies
38. EVOC
39. Employee Assistance Program
40. Etiquette & Honor
41. Evidence Collection (McIntosh)
42. Evidentiary Procedures
43. Field Interview/Note Taking (Dininger)
44. Firearm Investigations (Schanot)
45. First Aid
46. Fraud & Forgery Investigations
47. Fraudulent Document Investigations
48. FTO Annual In-Service (Dodson)
49. Gang Investigations
50. Handgun Training (Qualifications)
51. Informants/Intelligence Gathering
52. Interview & Interrogation
53. Juvenile Procedures
54. K9 Operations (Walthall)
55. Legal Aspects of Defensive Tactics
56. License Plate Reader (Wenberg)
57. Media Relations
58. Mental Health Awareness
59. Mini 14 Familiarization
60. Mobile Computer Terminal (MCT)
61. Narcotic Recognition
62. OC-ALS Top Cop
63. Orientation
64. Patrol Response
65. Patrol Rifle Qualification
66. Patrol Tactics (Dininger)
67. Police Ethics
68. Police Motorcycle Operator Certification
69. Pursuits, Roadblocks & Forcible Stops
70. Racial Profiling
71. Radar/Lidar
72. Radio Procedures (Capen/O'Dell)
73. Recruiting Awareness
74. Report Writing
75. Robbery Investigations (Dininger)
76. Sage SL6 Training
77. Search & Seizure
78. SIDA- Security ID Display Area (Howard/Dininger)
79. Sexual Assault Investigations
80. SFST
81. Shotgun Qualification (?)
82. Specialty Impact Munitions
83. SRO (Still being developed)
84. Survival Tactics
85. Tactical Communications
86. Taser Instructor Certification
87. Taser User Certification
88. Terrorism Awareness
89. Type III Permit
90. Use of Force- Legal Updates (Wenberg)
93. Vehicle Stops
94. Weather Spotter/ICS

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014

Item: Council Bill No. 2014-184
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit "A" – Legal Description
2) Exhibit "B" – EEZ Tax Abatement Guidelines
3) City of Webb City Approval Letter
4) Council Bill 2014-184

Department Head: Troy Bolander	Date:
City Attorney: Peter Edwards	Date:
Interim City Manager: Sam Anselm	Date:
Finance Director: Leslie Haase	Date:

INTRODUCTION:
The following council bill is a request by Don's Cold Storage for the abatement of ad valorem taxes on a new building located at 2320 S. Hall St., Webb City, MO in the Joplin - Webb City Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

DISCUSSION:
Don's Cold Storage is constructing a new facility located in the Joplin – Webb City Industrial Park. The proposed building is actually located in the City of Webb City, but the City of Joplin is the designated administrator of the EEZ program. As the administrator, the request requires Joplin City Council action for the Notice of Intent (NOI) to proceed. Webb City's City Manager has provided a letter of support for the project. The new business specializes in cold storage. The company is currently based out of Northwest Arkansas and this is their first expansion into Missouri. Don's Cold Storage intends to create approximately 115,000 sq. ft. of cold storage space in the Joplin area to assist a new customer base that is located outside of Northwest Arkansas. The company projects they will create between 35-45 jobs within two years. The average annual wage of the new jobs is $37,500. The company will pay 100% of employee benefits, including, health, dental, vision and a $15,000 life insurance policy. The estimated investment by the company into the new facility is $10,000,000. An additional $3,000,000 will be spent on equipment. One million dollars was spent on the land purchase.

The amount of abatement offered is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff recommends that Don's Cold Storage ad valorem taxes on the new building be abated at 80% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Don's Cold Storage that they will pay an average wage of $37,500 per job which is approximately 103% of the county average wage ($36,489). The company will create a minimum of 35-45 jobs within two years and provide employee benefits.

RECOMMENDATION:
Staff recommends approval of Council Bill No. 2014-184.

Exhibit "A"

DON'S COLD STORAGE

PROPERTY DESCRIPTION:

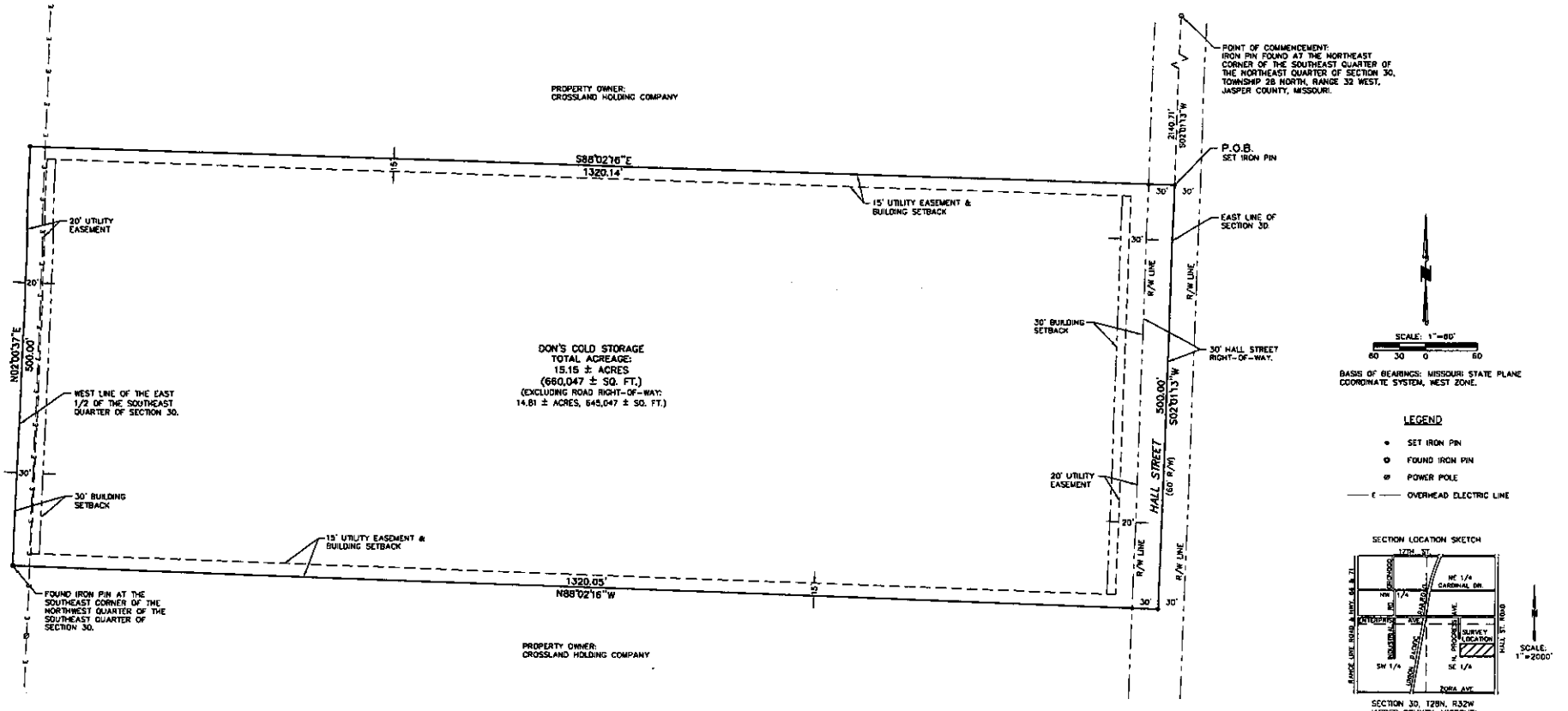
ALL OF A TRACT OF LAND IN THE JOPLIN/WEBB CITY INDUSTRIAL PARK IN THE E-1/2 OF THE SE-1/4 OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN WEBB CITY, JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHEAST CORNER OF THE SE-1/4 OF THE NE-1/4 OF SAID SECTION 30;
THENCE S 02°01'13"W ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 2140.71 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING;
THENCE S 02°01'13"W ALONG SAID EAST LINE, A DISTANCE OF 500.00 FEET;
THENCE N 88°02'16"W, A DISTANCE OF 1320.05 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE NW-1/4 OF THE SE-1/4 OF SAID SECTION 30;
THENCE N 02°00'37"E ALONG THE WEST LINE OF THE E-1/2 OF THE SE-1/4 OF SAID SECTION 30, A DISTANCE OF 500.00 FEET;
THENCE S 88°02'16"E, A DISTANCE OF 1320.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.15 ACRES, MORE OR LESS.

SUBJECT TO A RIGHT-OF-WAY 30.0 FEET IN WIDTH ALONG THE EAST LINE THEREOF FOR HALL STREET. ACREAGE EXCLUDING RIGHT-OF-WAY IS 14.81 ACRES, MORE OR LESS.

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.



PROPERTY DESCRIPTION:

ALL OF A TRACT OF LAND IN THE JOPLIN/WEBB CITY INDUSTRIAL PARK IN THE E-1/2 OF THE SE-1/4 OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN WEBB CITY, JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHEAST CORNER OF THE SE-1/4 OF THE NE-1/4 OF SAID SECTION 30;
THENCE S 02°01'13"W ALONG THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 2140.71 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING;
THENCE S 02°01'13"W ALONG SAID EAST LINE, A DISTANCE OF 500.00 FEET;
THENCE N 88°02'16"W, A DISTANCE OF 1320.05 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE NW-1/4 OF THE SE-1/4 OF SAID SECTION 30;
THENCE N 02°00'37"E ALONG THE WEST LINE OF THE E-1/2 OF THE SE-1/4 OF SAID SECTION 30, A DISTANCE OF 500.00 FEET;
THENCE S 88°02'16"E, A DISTANCE OF 1320.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.15 ACRES, MORE OR LESS.

SUBJECT TO A RIGHT-OF-WAY 30.0 FEET IN WIDTH ALONG THE EAST LINE THEREOF FOR HALL STREET. ACREAGE EXCLUDING RIGHT-OF-WAY IS 14.81 ACRES, MORE OR LESS.

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.

ZONING NOTES:

PROPERTY IS ZONED I-3, HEAVY INDUSTRIAL DISTRICT.

BUILDING COVERAGE SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE AREA OF THE LOT.

FRONT YARDS – ALL BUILDINGS SHALL BE SET BACK NOT LESS THAN THIRTY FEET (30') IN DEPTH FROM STREET RIGHT-OF-WAY LINE.

SIDE YARDS – ALL BUILDINGS SHALL BE SET BACK NOT LESS THAN FIFTEEN FEET (15').

REAR YARDS – ALL BUILDINGS SHALL BE SET BACK NOT LESS THAN FIFTEEN FEET (15').

BUILDING HEIGHT REGULATION – FORTY FEET (40').

SURVEYOR'S DECLARATION:

ON THE 10TH DAY OF JULY, 2013, THE HEREON PLATTED AND DESCRIBED SURVEY WAS MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.

THE ACCURACY STANDARD THAT APPLIES TO THIS SURVEY IS FOR TYPE URBAN PROPERTY. (SURVEYOR DOES NOT CERTIFY AS TO ACTUAL USE OF PROPERTY)

ALLGEIER, MARTIN & ASSOCIATES
BY DARIN D. CARPENTER (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK

DARIN D. CARPENTER
LS 2006000168

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS · HYDROLOGISTS · SURVEYORS
7231 EAST 24TH ST. JOPLIN, MISSOURI 64804 (417) 680-7200

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000127
OKLAHOMA NO. 975

DATE	REVISION

DWN BY: BF
CHD. BY: DDC
APPD BY: DDC
DATE: 7-10-2013

DON'S COLD STORAGE - BOUNDARY SURVEY

SECTION 30, T28N, R32W JASPER COUNTY, MISSOURI

DWG NO.

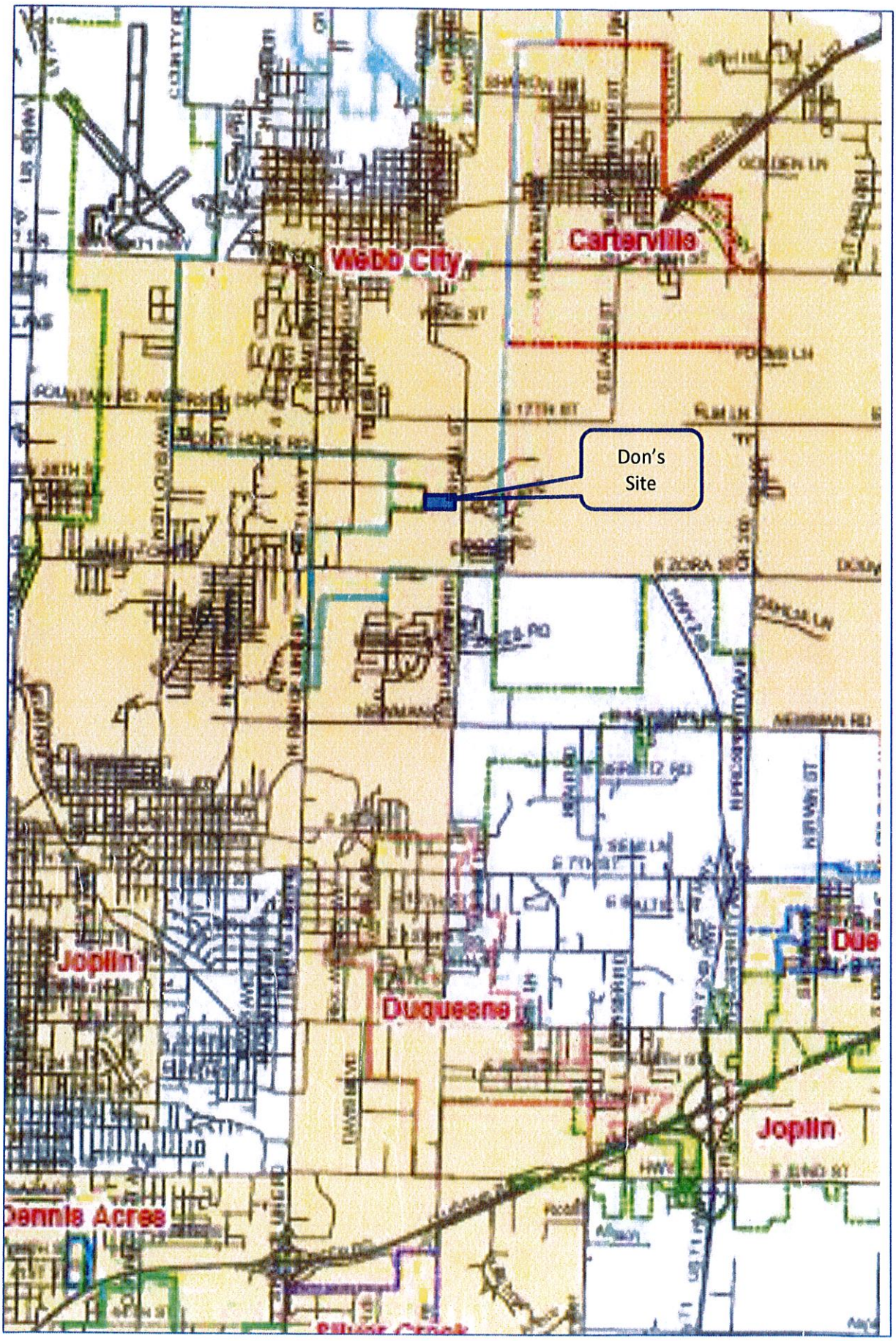

Webb City
Carterville
Don's Site
Joplin
Duquesne
Joplin
Dennis Acres

Exhibit "B"

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

Webb City
WE LOVE IT HERE!

City of Webb City * PO Box 30 * 200 Main Street * Webb City, Missouri 64870
Office of Administration 417-673-4651 Fax – 417-673-6264

9/25/2014

Rob O'Brian
President
Joplin Area Chamber of Commerce

The City of Webb City has worked with Dons Cold Storage to help locate its new facility here at the Webb City- Joplin Industrial site. Part of this process was the statutory allowance of real property tax abatement. We request that the board approve the statutory allowance of real property tax abatement that are within the scope of the guidelines approved by the Enterprise Board and that also the Joplin Council approve the abatement as presented.

Sincerely:

Carl Francis
City Administrator
Webb City Missouri

COUNCIL BILL NO. 2014-184 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2320 S. Hall St., Webb City, MO and owned by Don's Cold Storage and Transportation, LLC and containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of storage and warehousing.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 2320 S. Hall St., Webb City, MO more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of eighty percent (80%) commencing January 1, 2015 and continuing to and ending after December 31st, 2024.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Don's Cold Storage is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Don's Cold Storage has twenty-four months beginning January 1, 2015 to create between 35-45 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is

hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

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

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014

Item: Council Bill No. 2014-186
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Exhibit "A" –Redevelopment Plan
2) Council Bill 2014-186

Department Head: Troy Bolander	Date:
City Attorney: Peter Edwards	Date:
Interim City Manager: Sam Anselm	Date:
Finance Director: Leslie Haase	Date:

SUMMARY
This Council Bill provides that the City Council of the City of Joplin has reviewed the redevelopment plan for the rehabilitation of a downtown building located at 824 S. Main St. The proposed development project was recommended for approval by the Joplin Redevelopment Corporation (JRC), Inc., at a public hearing on October 14, 2014. The JRC is a corporation authorized by Chapter 353 of the Missouri State Statutes which has the authority to abate property (ad valorem) tax in designated "blighted" areas to encourage redevelopment and reinvestment opportunities. The property to be developed was declared "blighted" by the City Council in 2003 and reaffirmed in 2007 as result of an expansion of the designated blighted area. Approval of the redevelopment plan will allow the owners to receive a tax abatement on the property as a result of their investment and improvement to the property

Jeremy and Lori Haun are the current owners of the building located at 824 S. Main St. They are rehabilitating the building into loft apartments and additional commercial retail space on the first floor. Savings accrued from the ad-valorem tax abatement will be reinvested into the rehabilitation project.

The property owners are investing approximately $700,000 (including property purchase) into the building. The Joplin Redevelopment Corporation is recommending that 100% of the increase in ad valorem taxes to the real property as a result of the improvements be abated for 10 years and 50% of the increase in ad valorem taxes as a result of the improvements be abated an additional 5 years. The abatement on the real property over the life of the 15 year program is estimated at $105,000. It is also estimated the owners currently pay approximately $930 in ad-valorem taxes on the building. The current ad-valorem taxes on the property will continue to be paid by the owners.

Approval of the Council Bill will allow the property owners to enter into a property exchange agreement with the Joplin Redevelopment Corporation. After the exchange is complete and the Redevelopment Corporation takes title to the property, the property is eligible for tax abatements. The Redevelopment Corporation will immediately sell the property back to the property owner with the proposed property tax abatement.

RECOMMENDATION:
Staff recommends approval of Council Bill 2014-186 on an emergency basis.

EXHIBIT A

Jeremy and Lori Haun
420 S Byers, Joplin Missouri 64801
417-529-3888
lorihaun@gmail.com

To whom it may concern:

We would like to be considered for property tax abatement as well as funding assistance for façade improvements through the CDBG program and the Chapter 353 program.

Our proposed project is 824 South Main. This building is one of the oldest in Joplin. It is a two-story two-part commercial block brick building with altered storefronts of approximately 5000sf per floor. While this building is to the south end of the downtown commercial core, it is in a nationally recognized historic district (Main and Eighth Historic District). Built in 1891, this building, known as the Haughton Block, currently houses Hurley's Heroes Comics and Games on the north half of the main floor. The rest of the space is vacant. The immediate surrounding neighborhood is considered a blighted area.

It originally included lodge hall facilities on the second story. Other upper-floor uses include the Eureka Hotel, operated by Mrs. Ella Stanley; it was later known as the Eureka Flats, indicating that the hotel space had been converted to apartments. Historic retail uses include Nathan Filler's army surplus store in the 1920s and the McMillan Music Company in the 1930s. Eventually it housed the Newman Furniture Outlet.

We have owned the building since August 2012. We have already invested in the north retail space to bring it to a level appropriate for Hurley's Heroes to conduct business. The next stage of the process is to convert the second floor into four apartments. These apartments will be two bedroom units of approximately 1000sf each. The spaces will have 12' ceilings and retain the original hardwood floors along with large street- or alley-facing windows. While maintaining the history and texture of the building, the apartments themselves will have contemporary cabinetry and fixtures to give a very urban loft-like feel to the space. Along with the second floor, the rest of the main floor will be updated and restored, carrying the wood floors into the space and exposing the original metal ceilings. The façade of the building is very dated and will be redone to function for a retail/food service establishment in an authentic, period style.

In order to execute this plan, we are taking advantage of federal and state historic tax credits. The cash flow for a project of this size is very tight. Since this area of Main Street is still considered a blighted area, we will not be able to charge premium rents initially. The property tax abatement under chapter 353 is a central element in making the venture work. This reduction in expenses will put our project within the bank's parameters. Please see attached letter from Peoples Bank of Seneca.

We appreciate your consideration and with your help, we hope to be able to continue to invest in Joplin's Downtown Revitalization. Thank you for your time.

Sincerely,

Jeremy and Lori Haun

Jeremy and Lori Haun
420 S Byers, Joplin, Missouri 64801
417-529-3888
lorihaun@gmail.com

Haughton Block Project Overview

Project Mission Statement: Rehabilitate the Haughton Block building at 824 S Main. This building was built in 1891 and is part of the "Main and 8th Street Historic District" that is already on the National Historic Registry. This building is two stories, approximately 5000 sf per floor. We propose to renovate the upper floor into four- two bed, two bath apartments, and the main floor into two retail spaces. While this building is not located in the "prime" downtown area (specifically the 500-600 blocks), we feel the time is ripe in downtown Joplin to expand into this area. With the Gryphon building's renovation (at the 1000 block), the area immediately north of 10th and south of 7th street will be the next area of development in downtown.

The ground floor retail spaces will continue to house Hurley's Heroes, a comic book and gaming store that has been in the space since September of 2012. The south half of the ground floor will house a coffee roaster/coffee shop. The two stores will feed each other's business as well as be a boon to the tenants upstairs. The original pressed tin ceilings will be featured in the retail spaces.

The four apartments will be the epitome of downtown loft living. With 12' ceilings, large windows, original wood floors, and contemporary cabinetry , these spaces will appeal to young professionals and college students who wish to be in the heart of the city.

Expected Customer Base: Hurley's Heroes is an existing business, which has an established clientele. He hopes to expand this business as downtown residents and visitors increase in number. The coffee roaster will serve the downtown residents and employees, as well as visitors to the downtown area. In addition to street traffic, they plan on a bulk of their sales coming from online orders and coffee shop re-orders of the freshly roasted coffee. With the popularity of coffee shops and mobile work spaces, there is a high demand for a space of this type. With the proximity to the Gryphon building, this will provide a good place for a quick snack and drink, informal business meetings, and of course, some great coffee beans to take home. The apartments will appeal to busy upper-middle class professionals and/or college students who wish to be in the center of the downtown's business and food/bar district and be free of house/yard maintenance.

Address: 824 South Main, Joplin MO

Property Legal Description: All of the north 25 feet of lot numbered thirty-two (32)and the south 25 feet of lot numbered thirty-three (33)in Byers and Murphy's addition to Murphysburg, now a part of the city of Joplin, Jasper County, Missouri

Project Description: See page 1. The projected timeline is early May construction start date and the opening of the apartments/second retail space by October 2013.

Photographs: See page 4.

Property Ownership: Owned by Jeremy and Lori Haun.

Residential Scope of the Project and Eventual Tenants: 4- two bedroom apartments for upper-middle class professionals/students.

No relocation of commercial or industrial facilities will occur.

Project Cost Outline: See page 5.

Proposed Tenants of the project: Hurley's Heroes Comic and Games, Unnamed Coffee Roaster, apartment tenants.

Job Generation: Along with the jobs created during construction, after completion, Hurley's is planning on expanding from one full-time employee by adding two part-timers. The coffee shop will initially open with four employees, and hope to expand to six in the near future. One full-time position will be created for property manager/maintenance of the building.

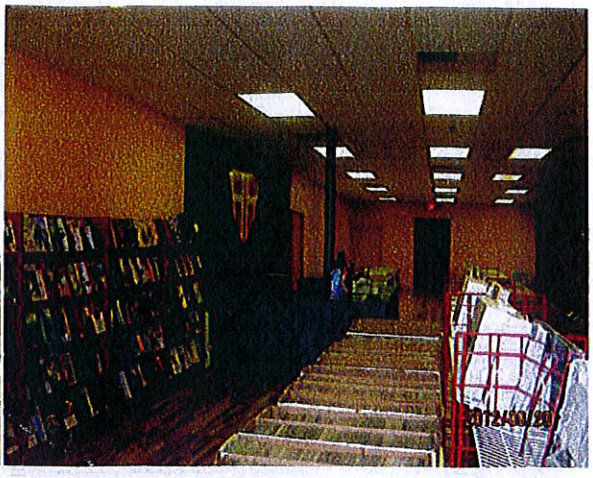
Renovation Plans: See pages 6-8.

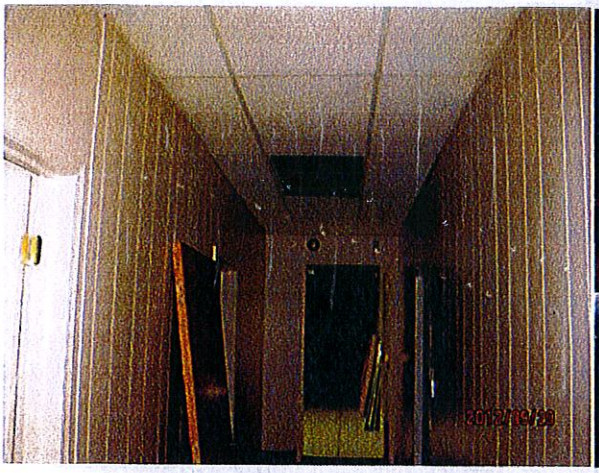
Current Property Taxes: 824 Main and the parking lot (822 Main) and the building to the south (826 Main) have been on a combined property tax statement. $2052 were paid in 2012 on all three properties. The exact tax rate for this property will not be established until late 2013.

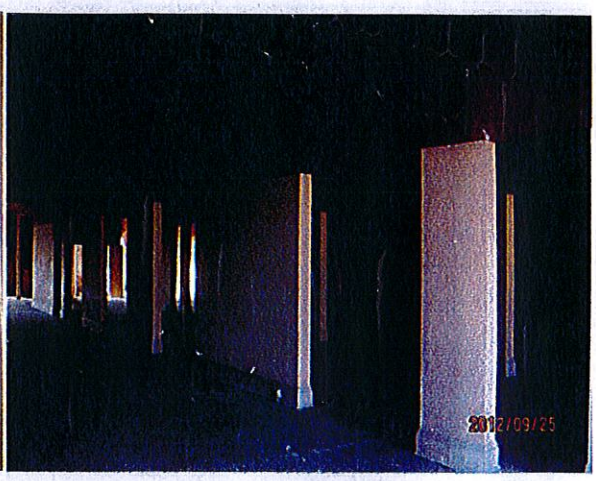
Reassessment Document to Support Value After Assessment: Unavailable
Rough projected taxes on property value of total cost of purchase and construction costs =$571,000
$571,000 x 32% = $182,720 assessed value x 4.7616% = $8700.39 (low estimated future property tax)

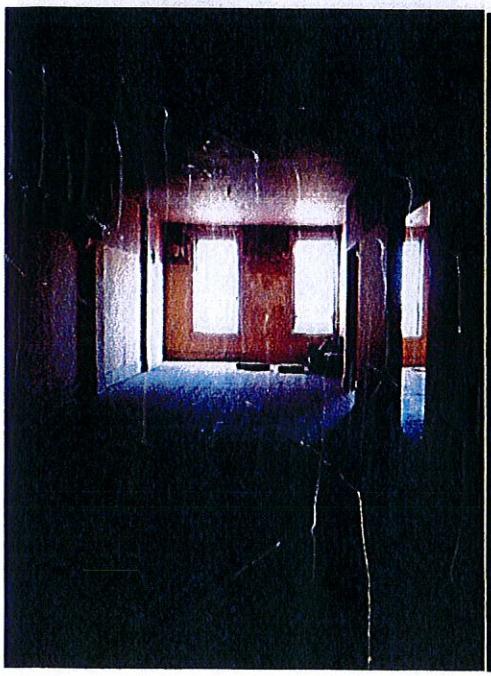
HAUN · 824 MAIN

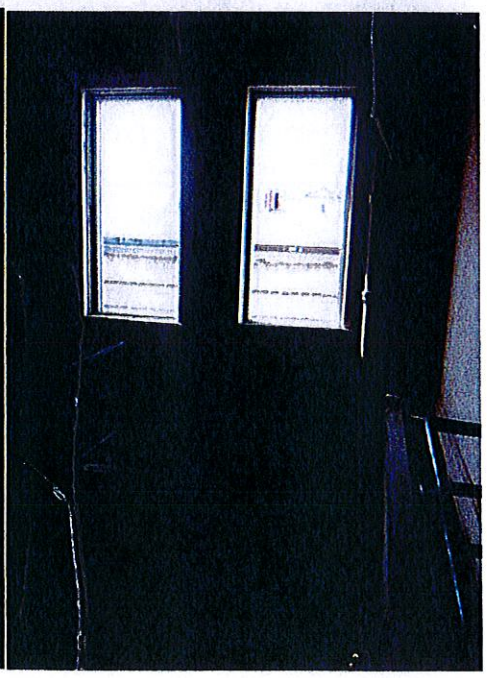












TOTAL HAUGHTON BUILDING PROJECT COST

Neal Group Construction	$415,166
Apartment Fixtures	$ 39,319
5% contingency	$ 22,724
Building purchase (August 2012)	$64,500
Renovation of North Retail Space (August 2012)	$30,001
Down payment on property	$30,000
Developer's Fee	$97,500
Total	$699,210

All costs associated with the retail businesses are the responsibility of the individual owners of those businesses.

HAUN
824 MAIN

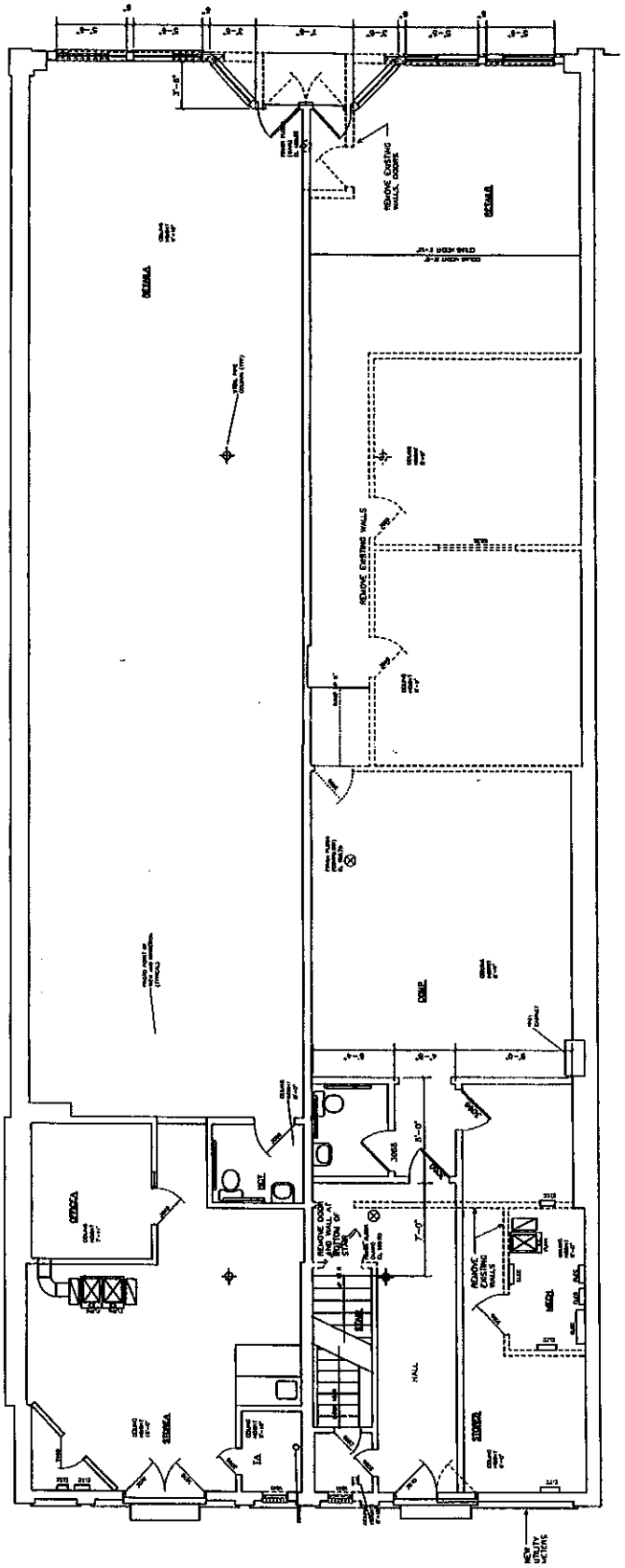
PROPOSED FACADE



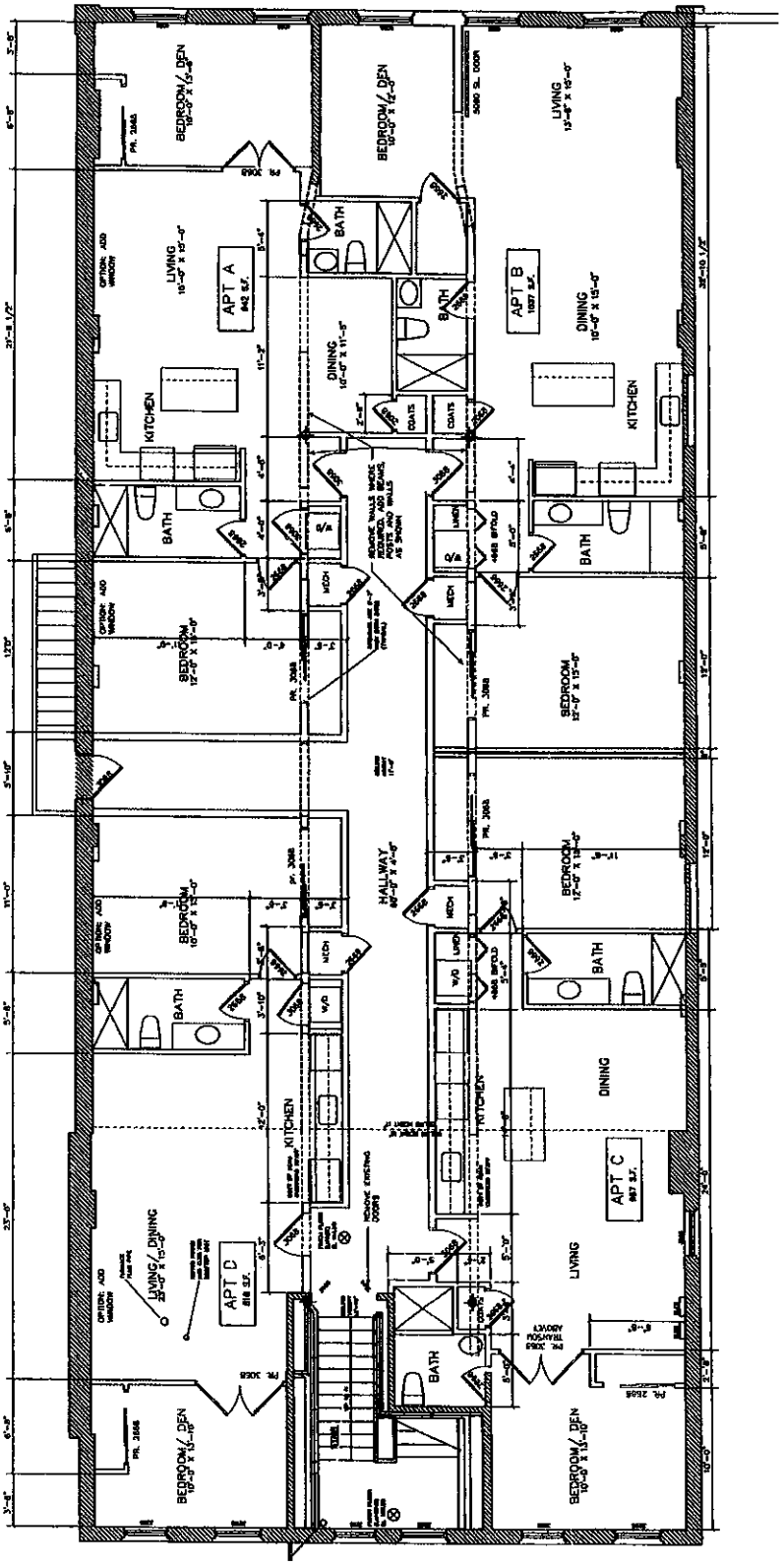
EAST ELEVATION

1/4" = 1'-0"

HAUN
824 MAIN
PROPOSED



MAIN FLOOR PLAN



HAUN
824 MAIN
PROPOSED

UPPER FLOOR PLAN

824 Main, Haughton Block

Property Valuations

Current Appraised/Market Value:	$63,760
Current Assessed Value:	$20,403
Current Property Tax:	$930.87**

(based on 2012 Tax Levies)

Proposed Appraised/Market Value:	$570,000

(based on appraisal done July 2012 by Nickle Appraisals)

Proposed Assessed Value:	$182,400
Property Tax on Proposed Project:	$8322

Difference in Current/Proposed Valuation:	$506,240
Difference in Assessed Value:	$162,080
Difference in Property Tax:	$7391.13

***Note: Actual 2012 property tax paid was $1066.34*

Proforma Detail on 824 Main Project

- Anticipated increase in rents of $50 per unit are shown at year five and year 10.
- Residential vacancy figured at 8%
- Commercial vacancy figured at 10%
- Assessed value shown to increase property tax 5% every two years (based on 2.5% inflation rate per year)
- Insurance rates are shown to increase 5% every two years
- Maintenance is shown to increase gradually based on properties being new with all new appliances and finishes initially. As those items age, they will need increased maintenance. Maintenance includes such items as repairs and replacements, cleaning, pest control, general appearance items such as sidewalk planters.
- Utilities are expected to include tenant parking expense, trash, sewer, electric for house meter. Utility rates are shown to increase 2% per year (source: eia.gov)

824 Main Cash Flow Projections

	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10
REVENUES										
Gross Residential Rent	35400	35400	35400	35400	37800	37800	37800	37800	37800	40200
+ Gross Commercial Rent	28800	28800	28800	28800	30000	30000	30000	30000	30000	31200
+ Commercial Tenant Contributions	0	0	0	0	0	0	0	0	0	0
+ Other Income	0	0	0	0	0	0	0	0	0	0
GROSS INCOME	64200	64200	64200	64200	67800	67800	67800	67800	67800	71400
- Vacancy Residential	2832	2832	2832	2832	3024	3024	3024	3024	3024	3216
- Vacancy Commercial	2880	2880	2880	2880	3000	3000	3000	3000	3000	3120
EFFECTIVE GROSS RENT (EGR)	58488	58488	58488	58488	61776	61776	61776	61776	61776	65064
- Operating Expenses	25322	25490	26317	27092	27959	28140	29648	29838	30790	30986
- Reserve Deposits	0	0	0	0	0	0	0	0	0	0
NET OPERATING INCOME (NOI)	33166	32998	32171	31396	33817	33636	32128	31938	30986	34078
- Debt Service	41010	41010	41010	41010	41010	41010	41010	41010	41010	41010
CASH FLOW	-7844	-8012	-8839	-9614	-7193	-7374	-8882	-9072	-10024	-6932
OPERATING EXPENSES:										
Taxes	8322	8322	8738	8738	9175	9175	9634	9634	10115	10115
Insurance	4800	4800	5040	5040	5292	5292	5556	5556	5834	5834
Maintenance	1800	1800	1800	2400	2400	2400	3000	3000	3000	3000
Utilities	8400	8568	8739	8914	9092	9273	9458	9648	9841	10037
Reserves / Misc.	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Operating Expenses	25322	25490	26317	27092	27959	28140	29648	29838	30790	30986

Property Tax Abatement Proposal Amount Detail

Jeremy and Lori Haun
824 South Main

YEAR	ESTIMATED MARKET VALUE	ESTIMATED TAXES	PROPOSED TAX PAID W/ABATEMENT	
2012	$ 63,760.00	$ 930.90	$ 930.90	
2013	$ 63,760.00	$ 930.90	$ 930.90	
2014	$ 570,000.00	$ 8,322.00	$ 930.90	
2015	$ 570,000.00	$ 8,322.00	$ 930.90	
2016	$ 596,036.00	$ 8,702.13	$ 930.90	
2017	$ 596,036.00	$ 8,702.13	$ 930.90	
2018	$ 614,051.00	$ 8,965.14	$ 930.90	
2019	$ 614,051.00	$ 8,965.14	$ 930.90	
2020	$ 632,610.00	$ 9,236.11	$ 930.90	
2021	$ 632,610.00	$ 9,236.11	$ 930.90	
2022	$ 651,730.00	$ 9,515.26	$ 930.90	
2023	$ 651,730.00	$ 9,515.26	$ 930.90	
2024	$ 671,429.00	$ 9,802.86	$ 4,901.43	
2025	$ 671,429.00	$ 9,802.86	$ 4,901.43	
2026	$ 691,723.00	$ 10,099.16	$ 5,049.58	
2027	$ 691,723.00	$ 10,099.16	$ 5,049.58	
2028	$ 712,630.00	$ 10,404.40	$ 5,202.20	
2029	$ 712,630.00	$ 10,404.40	$ 10,404.40	
2030	$ 734,169.00	$ 10,718.87	$ 10,718.87	
2031	$ 734,169.00	$ 10,718.87	$ 10,718.87	
2032	$ 756,360.00	$ 11,042.86	$ 11,042.86	
2033	$ 756,360.00	$ 11,042.86	$ 11,042.86	
2034	$ 779,221.00	$ 11,376.63	$ 11,376.63	
2035	$ 779,221.00	$ 11,376.63	$ 11,376.63	
2036	$ 802,773.00	$ 11,720.49	$ 11,720.49	
2037	$ 802,773.00	$ 11,720.49	$ 11,720.49	
2038	$ 826,856.00	$ 12,072.10	$ 12,072.00	
		$253,745.67	$148,469.12	$105,276.55
	*Prop value increase based on 1.5% annual increase of cost of living			
	**Taxed amount based on 2012 levies; future rates unknown. Reassessments done every two years.			

People's Bank of Seneca

Member FDIC

April 11, 2013

To Whom It May Concern;
RE: Haun Loan Request

People's Bank of Seneca has been working on approving an extension of credit to Jeremy and Lori Haun for the project located at 824 S. Main. The Bank was not able approve the loan without the increased cash available to service the debt coming in part from the property tax abatement. With taxes held at current levels along with additional tax credits provided, the projected debt service coverage of 1.08 is acceptable for approval.

Sincerely

John Klute
EVP/CFO

1615 Cherokee Ave. - P.O. Box 500 - Seneca, MO 64865
Ph: 417-776-2111 Fax: 417-776-4504

COUNCIL BILL NO. 2014-186 **ORDINANCE NO.**

AN ORDINANCE approving the Redevelopment Plan for property known as the Haugton Block Building located at 824 S. Main St; by Jeremy and Lori Haun, in accordance with the Redevelopment Plan as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad volrem real estate taxes on the improvements to property located at 824 S. Main St., Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2015 and fifty (50%) for the following five (5) years, commencing January 1, 2025; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause.

WHEREAS, after having a public hearing upon the same on August 6, 2007 the City of Joplin declared certain real estate described therein and described herein as "blighted" within the meaning of the provisions of Chapter 353 of the Revised Statutes of the State of Missouri due to the lack of adequate infrastructure and obsolescence such that the tract described therein and herein has become an economic liability and that such conditions are conducive to the inability of the property to generate reasonable taxes; and,

WHEREAS, pursuant to the provision of Chapter 353 of the Revised Statues of the State of Missouri, the Joplin Redevelopment Corporation, Inc., has approved the Redevelopment Project of Haughton Block Building located at 824 S. Main St., and recommended the granting of the tax abatements as described herein, at its meeting on the 14th day of October 2014 and,

WHEREAS, pursuant to the provisions of Section 353.110, the City of Joplin provided the taxing authorities affected by such redevelopment property, Notice of public hearing to be held before the Council of the City of Joplin concerning the granting of tax abatements for such project; and,

WHEREAS, after having held a public hearing upon this same date as required by Section 353.110.3.2, the Council desires to approve the Redevelopment Plan as described herein, approve the documents necessary to develop the property as described herein, and, approve the tax abatement as described herein.

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

Section 1. That the Haughton Block Building Redevelopment Project Plan approved by the Joplin Redevelopment Corporation, Inc., on October 14, 2014, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is, hereby approved.

Section 2. That having held a Public Hearing upon the same after appropriate Notice, the Council does hereby grant a tax abatement of the ad volorem real property taxes for the improvements upon the property known as the Haughton Block Building, located 824 South Main Street, a more particular description being attached to the redevelopment plan, hereinafter "the Property", in the amount of one hundred percent (100%) commencing January 1, 2015, and continuing to and ending after December 31, 2024, and in accordance with said Redevelopment Plan, does hereby approve the granting of tax abatement in the amount of fifty percent (50%) of the ad valorem real property taxes on the improvements to "the Property" for five (5) years, commencing January 1, 2025 conditioned upon the compliance with the Redevelopment Plan as approved herein. That this Section 2 shall not be become effective until such time as the Joplin Redevelopment Corporation, Inc., shall become the owner of "the Property".

Section 3. That in the event of the sale or other disposition of any real property of Joplin Redevelopment Corporation, Inc., its successors or assigns, by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, or by order of any court of competent jurisdiction, or by voluntary transfer or conveyance, the partial tax relief provided for in Section 2 in the Ordinance shall inure to the benefit of any purchaser or transferee of such real property or any interest therein, so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Redevelopment Plan.

Section 4. That the City Manager is hereby authorized to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. That this Ordinance, dealing with the immediate preservation of public health, safety, and welfare, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

ATTEST:

_____
Michael Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014

Item: Administration Contract for CDBG-Disaster Recovery – Round 1 – Amendment #3
Originating Department: Planning & Community Development

Attachments: 1) Amendment #3
2) Council Bill No. 2014-413

Department Head: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
Interim City Manager: Sam Anselm	Date:

Recommended Action: Approval of Council Bill No. 2014-413

DISCUSSION:

The following Council Bill is a third amendment to the existing agreement approved on April 15, 2013 and amended on September 15, 2014 between the City of Joplin and Deloitte FAS for the Administration Services related to the City's initial $45 million award of Community Development Block Grant – Disaster Recovery Funds.

One of the phases outlined in the agreement includes program implementation. Deloitte FAS assisted the City with creating and setting up the Joplin Homebuyer Assistance Program (JHAP). This highly successful program quickly outgrew the City's in house capability to administer. On September 15, 2014, City Council approved two amendments to the Deloitte agreement. The amendments replenished general administration money to the contract for direct administration of the JHAP program and provided for additional funding going forward from July 15, 2014 to administer the JHAP program. Those actions allowed for the original amount designated for administrative duties for the grant to remain intact. The tasks covered in the amendments are considered 'Activity Delivery Costs' by HUD and, as such, can be charged directly to the program, not administration.

A last clean-up activity regarding tasks assigned to Deloitte that can be considered direct 'Activity Delivery Costs' was to determine documented 'Activity Delivery Costs' between April 1, 2014 and July 14, 2014. The third amendment also includes direct activity delivery costs for the completion of an extensive environment assessment and preparation of bid documents for the Trails Activity outlined in the Action Plan. The Murphy Boulevard Trail segment has been completed.

To preserve the administration dollars available to oversee the grant by the City and Deloitte FAS, which is restricted to 5%, staff recommends the costs incurred to directly run any projects or programs from April 1, 2014 through July 14, 2014 by Deloitte FAS be added to initial contract award for administration duties. The documented amount is $420,805.75. As required by HUD, a cost reasonableness analysis was conducted to ensure the costs incurred were in line with the existing

contract and the provision of like services by other entities.

For the immediate preservation of public health and welfare, city staff recommends approval of Council Bill No. 2014-413 on an emergency basis.

Third Amendment to the Community Development Block Grant-Disaster Recovery Administration Contract
Between
The City of Joplin
And
Deloitte Financial Advisory Services LLP

This Third Amendment to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Administration Contract between the City of Joplin and Deloitte Financial Advisory Services LLP for activity delivery for the Joplin Homebuyer Assistance Program and Trails Activity is made and entered into as of the _____ day of _____, 2014.

RECITALS:

A. The parties desire to amend the Agreement.

B. Increase the amount to be reimbursed by $420,805.75 in CDBG-DR funds for activity delivery costs incurred from April 1, 2014 through July 14, 2014 as well as direct delivery costs incurred for the Trails Activity by Deloitte FAS.

IN WITNESS WHEREOF, the parties have executed this amendment as to the date written above.

City of Joplin, Missouri
A Municipal Corporation

Deloitte Financial Advisory Services LLP

_____

Troy Bolander
Planning and Community Development
Director

_____

COUNCIL BILL NO. 2014-413 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to amend an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed to compensate for activity delivery services incurred related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the Planning and Community Development Director to execute said Amendment for the City, and containing an emergency clause.

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

Section 1. That the City amend the Agreement between the City of Joplin and Deloitte Financial Advisory Services (Deloitte FAS) approved on April 15, 2013 and amended on September 15, 2014 in the amount not to exceed Four hundred twenty thousand eight hundred five dollars and seventy-five cents ($420,805.75) for the provision of activity direct costs relating to the Joplin Homebuyer Assistance Program and Trails Activity from April 14, 2014 through July 14, 2014 through Community Development Block Grant- Disaster Recovery funding.

Section 2. That the Planning and Community Development Director of the city of Joplin, Missouri, is hereby authorized to execute said Amendment, or amendment substantially similar in form, for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public health and welfare 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 of _____.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

ORDINANCES

FIRST READING

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: Nov 3, 2014

ITEM: Council Bill No. 2014-025 – AN ORDINANCE amending Section 42-35(e), Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin to allow for a new assessment of $4 in all cases filed in municipal court.

ORIGINATING DEPARTMENT: Municipal Court

ATTACHMENTS: Council Bill No. 2014-025; Repealing Article II, Municipal Court, of Chapter 42, Courts

DEPARTMENT HEAD:	LAMONTE W. RATCLIFF LR	**DATE: 10/27/2014**
INTERIM CITY MANAGER:	Samuel L. Anselm SA	**DATE:** 10/28/14
FINANCE:	Leslie Haase LH	**DATE:** 10-28-14
LEGAL:	Peter C. Edwards PE	**DATE:** 10/28/14

INTRODUCTION:

Originally, Council Bill No. 2007-508 (Ordinance No. 2007-213) approved the collection of $2 in additional to other court costs, to be assessed in all cases filed in municipal court for deposit in a fund for the provision of operating expenses for shelters for battered persons pursuant to RSMo 479.261. However, there is a new state statute that currently allows for an additional $2, for a total of $4 to be assessed in all cases filed in the municipal court – RSMo 488.607.

DISCUSSION:

Currently the City, through the municipal court, collects a total of $2 in all cases filed in the municipal court concerning shelters for battered persons. On or about July 31, 2014 Alison Malinowski, director of the Lafayette House, Joplin, Missouri asked if the City/court would support increasing court surcharges from $2 to $4 to help with services for domestic violence. After talking to the lead judge of the municipal court, Judge Chuck Brown, it was agreed upon by the interim city manager, Sam Anselm, and decided that the municipal court would give such support by approaching council concerning the increased collections, totaling $4, in all cases filed in municipal court, as allowed by RSMo 488.607.

RECOMMENDATION:

Staff recommends Council Bill 2014-025 be placed on First Reading.

COUNCIL BILL NO. 2014-025 ORDINANCE NO.

AN ORDINANCE amending subparagraph (e), Section 42-35, Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin.

WHEREAS, the State has passed legislation that allows the court to increase certain existing fees for shelters for victims of domestic violence, and,

WHEREAS, the Council of the City of Joplin desires to increase these fees in order to better support victims of domestic violence.

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

Section 1. That subparagraph (e), Section 42-35, Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, be amended to read as follows

(e) In addition to all other court costs described in this section, additional costs of $4.00 shall be assessed as costs in all cases filed in municipal court. The judge may waive assessment of such costs in those cases where the defendant is found by the judge to be indigent and unable to pay the costs. Such costs shall be collected by the clerk and disbursed at least monthly for deposit in a fund for the provision of operating expenses for shelters for battered persons pursuant to RSMo 488.607 in such proportion as the city council shall from time-to-time decide. The funds shall stand appropriated upon receipt for such use. No fee as described in this subsection shall be collected in any proceeding when the proceeding or defendant has been dismissed by the court.

Section 2. That this Ordinance shall become effective on January 1, 2015.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,

City Clerk
APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014

Item: Council Bill No. 2014-185
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit "A" – Legal Description
2) Exhibit "B" – EEZ Tax Abatement Guidelines
3) Council Bill 2014-185

Department Head: Troy Bolander	Date:
City Attorney: Peter Edwards	Date:
Interim City Manager: Sam Anselm	Date:
Finance Director: Leslie Haase	Date:

INTRODUCTION:
The following council bill is a request by Magoulas Enterprises, Inc. dba Component Packaging for the abatement of ad valorem taxes on a new building located on property addressed as 7931 E. 24th St. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

DISCUSSION:
Component Packaging is constructing a new facility located west of their existing building at 7931 E. 24th St. The new facility is located in the Crossroads Industrial Park and the company plans to create a minimum of 5 jobs within two years. The average annual wage of the new jobs is $27,885. The estimated capital investment by the company into the new facility is $450,000.

The amount of abatement offered is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff is recommending that Component Packaging's ad valorem taxes on the new building be abated at 60% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Component Packaging that they will pay an average wage of $27,885 per job which is approximately 81% of the county average wage ($34,461). Thirty-four thousand four-hundred sixty one dollars was the documented average wage for Jasper County at the time the company submitted their application for property tax abatement. The company will create a minimum of 5 jobs within two years.

RECOMMENDATION:
Staff recommends approval of Council Bill 2014-185.

Department of Economic Development

mailed 10-15-13 to Luke @ Mo Dept of Econ Dev.

MISSOURI WORKS PROGRAM

Effective August 28, 2013

Notice of Intent (NOI)

New Jobs Programs

PROJECT CATEGORY (Net new jobs must be created within 2 years of receipt of NOI)						
√ One	Program Category	Minimum New Jobs	Minimum New Private Capital Investment	Minimum Average Wage for New Jobs	Health Insurance Offered and Paid at Least 50%	Program Benefits *Discretionary incentives may be available if certain criteria are met.
✓	**Zone Works** (Must be located in an Enhanced Enterprise Zone.)	2	$100,000	80% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).
	Rural Works (All counties except Boone, Buchanan, Clay, Greene, Jackson, St. Charles, St. Louis County and City)	2	$100,000	90% of County Average Wage	Yes	Same as Zone Works (above).
	Statewide Works	10	N/A	90% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).*
	Mega Works 120 (all areas)	100	N/A	120% of County Average Wage	Yes	6% of new payroll for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).*
	Mega Works 140 (all areas)	100	N/A	140% of County Average Wage	Yes	7% of new payroll for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).*

Missouri Department of Economic Development, Business and Community Services
PO Box 118, 301 W. High Street, Room 770, Jefferson City, MO 65102-0118
Phone: 573-751-4539 Fax: 573-522-4322
www.missouridevelopment.org E-mail: dedfin@ded.mo.gov

Revised August 7, 2013

Department of Economic Development

MISSOURI WORKS PROGRAM - NOTICE OF INTENT (NOI)

TAX PERIOD OF COMPANY

What is the tax period of the qualified company? (Enter dates in both.)	Beginning 2014	Ending 2020

Qualified Company or Parent Company	Federal Tax ID No. (FEIN)	MITS/Missouri ID No.
Magoulas Enterprises, Inc., dba Component Packaging	20 -3942776	19537646

Address of Project / Primary Facility			
7931 E. 24th Street			
City: Joplin	County: MO	Missouri	Zip Code +4: 64804

OTHER PROJECT FACILITY ADDRESS(ES) (Attach additional sheet if needed.)

	City, State	Zip Code	FEIN	Current # of FT employees
Headquarters Address (if different than above)				
1. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
2. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
3. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees

CONTACT INFORMATION (Please provide two (2) people that DED may contact directly regarding this program.)

Contact Person	Title		
Lori Magoulas	Vice President		
Address	**City**	**State**	**Zip Code**
7931 E. 24th Street	Joplin	MO	64804
Telephone Number	**Fax Number**	**E-mail**	
417-624-9395	417-624-2303	lorim@componentpackaging.com	
Contact Person/Preparer (include company, if applicable)	**Title**		
Mike Magoulas	President		
Address	**City**	**State**	**Zip Code**
7931 E. 24th Street	Joplin	MO	64804
Telephone Number	**Fax Number**	**E-mail**	
417-629-6822	417-624-2303	mikem@componentpackaging.com	

COMPANY PROJECT INFORMATION

	YES	NO
Has the company performed significant, project-specific site work at the project facility, purchased machinery or equipment, publicly announced its intention to make new capital investment at the project facility prior to receipt of proposal or approval of this Notice of Intent? If yes is the answer to any one of these items, please mark yes.		
Is the Project facility the company's permanent facility? If no, explain on additional sheet of paper.	✓	
Does more than one company work from the project facility?		✓
If yes; is the other company considered part of the project?		
If yes; are the Companies wholly-owned subsidiaries?		
Does the company participate in an employee stock ownership plan?		✓
Is the applicant delinquent in the payment of any non-protested taxes or any other amounts due to the state or federal government or any other political subdivision?		✓
Has the company filed for or publicly announced its intention to file for bankruptcy protection?		✓
Does the company offer health benefits to all full-time employees at the facility and pay at least 50% of the premium?	✓	

When are new hires eligible for health benefits?	Salary: 90 days	Hourly: 90 days	Percentage that is employer paid 75 %

Is this relocation?		✓	If yes:	From where: (city, county) no	To where: (city, county)	May require a Letter of Release from County

TYPE OF BUSINESS

☐ Fiduciary	☐ C Corp	✓ S Corp	☐ LLC	☐ Sole Proprietor	☐ Partnership	☐ Non-Profit	Other_____

Aggregate proportionate shares or percent of total ownership may not exceed 100%. Attach a separate sheet if necessary.

Name(s)	% Ownership	Name(s)	% Ownership
Michael C. Magoulas	50 %		%
Lorene R. Magoulas	50 %		%
	%		%
	%		%
	%		%
	%		%
	%		%

Is this company owned 51% or more by women?	☐	☐	**Is the company publicly traded?**	☐	✓ **Symbol**

Facility's NAICS Code:	561910	**NAICS codes are assigned by the Missouri Division of Employment Security**

FACILITY PROJECT INFORMATION (Choose one.)

☐	☐	☐	☐	✓

Describe the business activities conducted at the facility (Be Specific):	Contract Packaging mainly for the fastener industry. Manufacturers or Distributors from around the country send us product to package, assemble, shrink, or put together in some fashion. We have automated equipment along with hand labor and warehouse/distribution activities.
List all other federal and state programs for which this facility is applying or is currently utilizing.	Enhanced Entreprise Zone Local Incentive
List any other state programs the company is utilizing involving the retention of withholding tax? (e.g. TIF, MO Works Training Program, MODESA or MORESA)	none

Total number of employees at ALL facilities in Missouri	28	Total Number of facilities located in MO	28	Date qualified company will meet threshold	2014

For the jobs and investment table below, Year 1 is the year in which the new jobs and investment thresholds are met. (Must be within 2 years of the approval of the NOI.)
Average wage and investment numbers should be consistent with the new jobs estimated for each year.

	New Capital Investment (cumulative number)	New Jobs (cumulative number beginning in the year the new job threshold is met)	Average Wage
Year 1	$450.000	3	28,425 annually
Year 2	0	2	27,000
Year 3			
Year 4			
Year 5			
Year 6 (existing companies only)			

OTHER FACILITY ADDRESS(ES) IN MISSOURI THAT ARE NOT A PART OF THE PROJECT (Attach additional sheet if needed.)

1. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
2. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
3. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees

Are any facilities owned or operated by the qualified company in the State of Missouri NOT included in the Project Location reliant upon each other for products and / or services?	☐	✓
Are operations of the facilities substantially similar to the operations of the project facility?	☐	☐

CERTIFICATION

I, the undersigned, acting on behalf of the Company named below, hereby certify and agree to the following:

- The information submitted by the Company to DED in connection with the Project is true and correct and such information is consistent with documents provided to lenders, other government programs, or investors. The Company hereby authorizes DED to verify such information from any source;
- Neither the Company nor any person identified in the application:
  a) Has committed a felony, is currently under indictment for a felony, or is currently on parole or probation;
  b) Is delinquent with respect to any non-protested federal, state or local taxes or fees;
  c) Has filed (or is about to file) for bankruptcy, unless otherwise disclosed to DED; or
  d) Has failed to fulfill any material obligation under any other state or federal program;
- There are no pending or threatened liens, judgments, or material litigation against the Company or any person identified on the application which is likely to have a material impact on the Company's viability;
- Neither the operations of the Project itself nor the receipt of incentives for the Project would violate any existing agreement;
- The Company has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the Project;
- I certify that the applicant does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that the applicant is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the applicant will maintain and, upon request, provide the Department of Economic Development documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this program.
- I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under section 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the applicant is found to have employed an unauthorized alien, applicant maybe subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo.
- I understand that if the applicant is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the document(s) required by federal law, the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Enhanced Enterprise Zone Tax Credit Program guidelines.
- I hereby agree to allow representatives of the Department of Economic Development access to the property and applicable records as may be necessary for the administration of this program.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

I certify that I have the proper authority to execute this document on behalf of the Company and that I am authorized to make the statement of affirmation contained herein. I also realize that failure to disclose material information regarding the Company, any owners or individuals engaged in the management of the Company, or other facts may result in criminal prosecution.

Applicant Signature	Print Name	Title	Date
Lorene L Magowan	Lorene Magowan	President	10-15-13

Appeared before me this 15 day of October, 2013, Lorene Magowan to me personally known to be the person who executed the above certification, and acknowledged and states on his/her oath to me that he/she executed the same for the purpose therein stated.

State of	County (or City of St. Louis)
Missouri	Newton
Notary Public Name / **My Commission Expires**	Use Rubber Stamp in Area Below
Jennifer L Reeves / April 15, 2014	
Notary Public Signature	
Jennifer L Reeves	

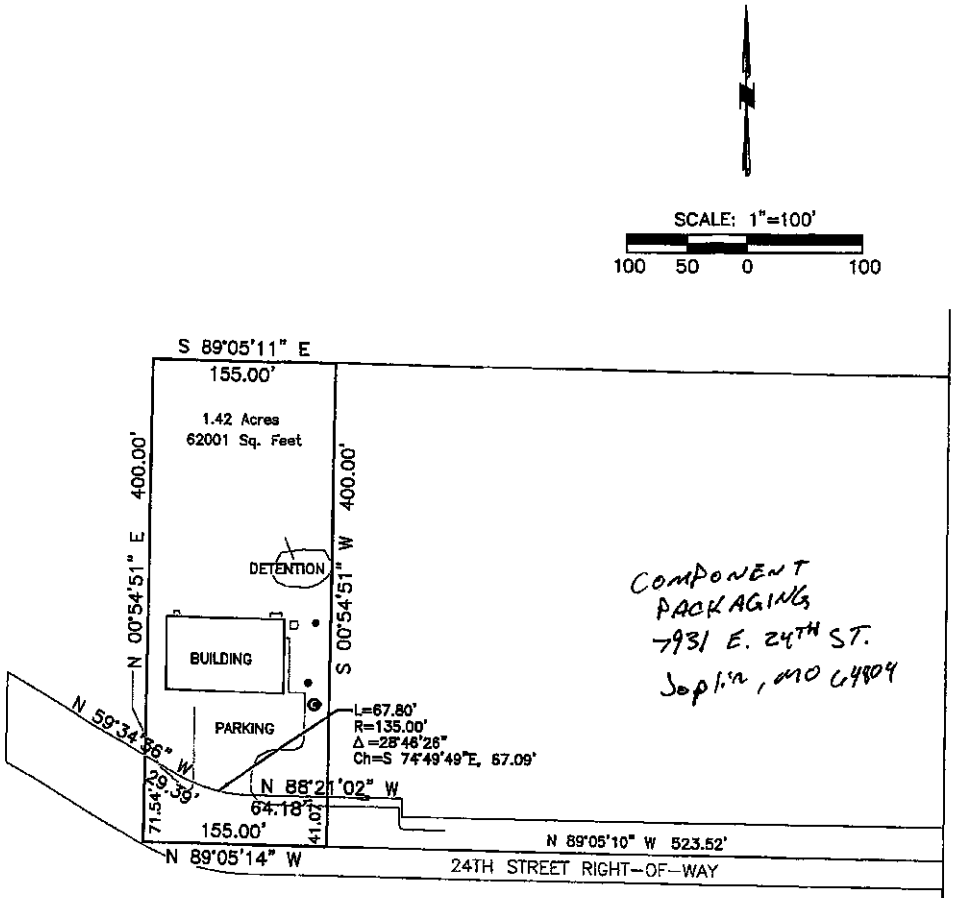
JENNIFER L REEVES Notary Public Commission # 10397081 Newton County Notary Seal STATE OF MISSOURI My Commission Expires 04-15-2014

Exhibit "A"

DESCRIPTION:

A tract of land in the S-1/2 of the NE-1/4 of Section 15, T27N, R32W of the 5th Principal Base and Meridian in the City of Joplin, Jasper County, Missouri, being more fully described as follows:

Commencing at a found iron pin at the Southeast corner of said Section 15;
thence N 00°54'45"E along the East line thereof, 3222.70 feet;
thence N 89°05'10"W, 523.52 feet to the Point Of Beginning;
thence N 89°05'10"W, 155.00 feet;
thence N 00°54'51"E, 400.00 feet;
thence S 89°05'11"E, 155.00 feet;
thence S 00°54'51"W, 400.00 feet to the Point Of Beginning.
Containing 1.42 acres, more or less.
Basis of Bearings: East line of Section 15 at record bearing of N 00°54'45"E.



DESCRIPTION:

A TRACT OF LAND IN THE S-1/2 OF THE NE-1/4 OF SECTION 15, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE N 00°54'45"E ALONG THE EAST LINE THEREOF, 3222.70 FEET;
THENCE N 89°05'10"W, 523.52 FEET TO THE POINT OF BEGINNING;
THENCE N 89°05'10"W, 155.00 FEET;
THENCE N 00°54'51"E, 400.00 FEET;
THENCE S 89°05'11"E, 155.00 FEET;
THENCE S 00°54'51"W, 400.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.42 ACRES, MORE OR LESS.
LESS AND EXCEPT ANY PART TAKEN FOR ROAD RIGHT-OF-WAY.
BASIS OF BEARINGS: EAST LINE OF SECTION 15 AT RECORD BEARING OF N 00°54'45"E.

SOUTHEAST CORNER
SECTION 15
T27N, R32W

COMPONENT PACKAGING ANNEX

SECTION 15, T27N, R32W — JASPER COUNTY, MISSOURI

DATE:	REVISION:	DWN. BY: MDS	THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.
		CKD. BY: BF	
		APPD. BY:	
		DATE :	

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS • HYDROLOGISTS • SURVEYORS
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

DWG. NO.

Exhibit "B"

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2014-185 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7931 E. 24th St. and owned by Magoulas Enterprises Inc, dba Component Packaging.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of Industrial Packaging.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 7931 E. 24th St. more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of sixty percent (60%) commencing January 1, 2015 and continuing to and ending after December 31st, 2024.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Component Packaging is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Component Packaging has twenty-four months beginning January 1, 2015 to create 5 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

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

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 3, 2014

ITEM: Council Bill No. 2014-620. This Council Bill approves the agreement between Choice Marketing and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2017 fiscal year.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2014-620, Consultant Agreement.

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE: 10/24/14
INTERIM CITY MANAGER:	Sam Anselm	DATE: 10/28/14
CITY ATTORNEY:	Peter C. Edwards	DATE: 10/25/14
FINANCE DEPARTMENT:	Leslie Haase	DATE: 10-25-14

INTRODUCTION:

This Council Bill seeks permission from Council for the Interim City Manager to sign an agreement with Choice Marketing of Joplin allowing it to serve as the Print and Digital Media Buyer for the Joplin Convention & Visitors Bureau (CVB) through fiscal years 2015, 2016 and 2017.

SUMMARY:

A part of the CVB's annual budget is dedicated for the placement of advertising, both print and digital, to promote Joplin as a tourism destination. Additional ads are placed in specific trade magazines targeting potential meeting planners whose events are a good match for Joplin events and meetings infrastructure.

As a media buyer, Choice Marketing would be responsible for placing the print and digital ads as detailed in the CVBs annual marketing strategy. As a buyer, they purchase space in a greater quantity than the CVB would, so they receive a better rate on these placements. No ad is placed without the CVB director's approval and the Joplin CVB owns all marketing content and design.

Choice Marketing was selected through the City's bid process. Three other agencies applied.

RECOMMENDATION:

Recommend that Council pass this bill on first reading.

COUNCIL BILL NO. 2014-620 ORDINANCE NO.

AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

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

Section 1. That the Agreement governing cooperation between the Choice Marketing and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that 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 by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2014-RFP-21

BID ITEM DESCRIPTION: **Print and Digital Media Buyer**

BID OPENING DEADLINE: Noon, October 20, 2014

DEPARTMENT: CVB

REQUISITION NUMBER:

DATE & TIME OPENED: 2:00 p.m., October 20, 2014

OPENED BY: Patrick Tuttle

WITTNESSED BY: Donna Miller

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OF SUSPENDED Y OR N	BID AMOUNT
Media Link, Rock Island, IL	10/14/2014	Natalie Linville-Mass	309.786.5142		15% per ad (including digital)
NOTES: At a placement rate of 15%, a $3,000 print ad would cost the JCVB $3,450. A $200 monthly digital campaign on Facebook would cost $230, with no charge for reporting. Total to JCVB = $3680.					
Jayne Agency, Chicago, IL	10/17/2014	Brooke Foley	312.464.8100		12.5% per ad (including digital)
NOTES: At a placement rate of 12.5%, a $3,000 print ad would cost the JCVB $3,375. A $200 monthly digital campaign on Facebook would cost $225, with no charge for reporting. Total to JCVB = $3600.					
Bucket Media, Columbia, MO	10/20/2014	Jocelyn Tipton	573.817.2825		10% per ad, plus $75/hr for Digital Media Management
NOTES: At a placement rate of 10%, a $3,000 print ad would cost the JCVB $3,300. A $200 monthly digital campaign on Facebook would cost $220 and no charge for reporting. Plus, a minimum of an hour of digital management on both ends of campaign (to place and report) $75. Total to JCVB = $3595.					
Choice Marketing, Joplin, MO	10/20/2014	Cameo Harrington	417.626.0101		12% per ad (including digital)
NOTES: At a placement rate of 12%, a $3,000 print ad would cost the JCVB $3,360. A $200 monthly digital campaign on Facebook would cost $224, with no charge for reporting. Total to JCVB = $3584.					
NOTES:					

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main, Joplin, Missouri 64801, hereinafter referred to as the "City" and Choice Marketing, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City of Joplin's Convention and Visitors Bureau; and

WHEREAS, Consultant desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

1. The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

a. Request for Proposals for the CVB Media Buyer Contract dated June 10, 2014, attached hereto and incorporated herein by reference in its entirety as Attachment A. All covenants, conditions, specifications and terms contained in Attachment A are a part of this Agreement. Consultant's Proposal Letter dated June 24, 2014, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Attachment B. All covenants, conditions, specifications and terms contained in Attachment B are a part of this Agreement.

ARTICLE II - AGREEMENT SCOPE AND TIME

1. The time and scope of work under this Agreement is from the date of this Agreement through October 31, 2017, unless terminated earlier as provided herein.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Consultant shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports, drawings, specifications and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

8. Consultant is an independent contractor and is not entitled to health insurance benefits, worker's compensation coverage, LAGERS, and Consultant agrees that it is not eligible for unemployment compensation nor will it file any such claim.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

Article V – COSTS AND PAYMENT

1. It is agreed by the Parties that the foregoing Scope of Services will be performed on a percentage basis, according to the following schedule:

    a. 12% of net expenditure per media buy.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City, unless approved by the City in a signed writing. Total costs for the project shall not exceed 12% of net expenditure per media buy. For example, if the net media buy is $1,000, Consultant shall be paid a fee of $120. Consultant agrees that it has reviewed the scope of work and that it can provide the consulting services within this budget. Consultant shall provide the City a proposal that outlines the scope of work, deadlines, and shall submit a monthly invoice to City based on services rendered to date in accordance with the work schedule.

3. City will remit payment of said monthly invoice within 30 days.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII - MISCELLANEOUS

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

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

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

6. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

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

8. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

9. AUTHORITY TO BIND. Consultant shall provide City with a Declaration of LLC whereby the Managing Member of the LLC declares that the person signing this Agreement on behalf of the LLC has full authority to sign this Agreement and bind the LLC to the terms, covenants and conditions outlined herein.

10. TERMINATION. The City of Joplin may terminated this Agreement by giving sixty (60) days written notice to Consultant, or in the event that appropriations are not approved by the City Council for continuation of this Agreement.

ARTICLE VIII – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT
Choice Marketing

BY: _____
By: Karen Plott

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
By: Sam Anselm
Interim City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Exhibit "A"

REQUEST FOR BID PROPOSALS

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 3, 2014

ITEM: Council Bill No. 2014-622. This Council Bill approves the agreement between Internet Destination Sales System (iDSS) and the City of Joplin for CRM (Customer Relations Management) software for the Convention and Visitors Bureau, DOS through the 2017 fiscal year.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2014-622, CRM Software Agreement (in 3 parts).

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE: 10/24/14
INTERIM CITY MANAGER:	Sam Anselm	DATE: 10/27/14
CITY ATTORNEY:	Peter C. Edwards	DATE: 10/29/14
FINANCE DEPARTMENT:	Leslie Haase	DATE: 10-29-14
INFORMATION SYSTEMS	Mark Morris	DATE: 10/24/14

INTRODUCTION:

This Council Bill seeks permission from Council for the Interim City Manager to sign a user's agreement with iDSS for the use by the Joplin Convention & Visitors Bureau (JCVB) of the providers CRM Software through fiscal years 2015, 2016 and 2017.

SUMMARY:

Customer Relations Management software will allow the JCVB Director of Sales better tracking of potential and working clients. Key features of the software include:

CONVENTION/MEETING SALES:
- Provides hotels access to leads, updates, definite bookings and cancellations
- Interacts with local hotel market
- Local hotel sales staffs can respond electronically with room blocks and rates
- Manage how industry partners impacting expense budgets

CONVENTION/MEETING SERVICES:
- Tracks timelines, follow-up and schedule of services, automatic
- Provides complete history of hotel room activity; blocking to final pick up
- Provides hotel access to leads, updates, definite bookings and cancellations

VISITOR CENTER/INQUIRY MANAGEMENT:
- Track individual inquiries from walk-ins, phone calls, or emails and report on where the inquiry originated
- Provides the ability to launch sales promotions directly to potential visitors in a geographic area or as part of a special interest group
- Generate Mailing labels for fulfilling brochure or information requests
- Import lists from Advertising Campaigns or Tradeshows into the Visitor Center/Prospect module and save your import mappings for future imports from same source

This software is among the leading management software within the travel and leisure industry. iDSS CRM Software was selected through the City's bid process.

RECOMMENDATION:

Recommend that Council pass this bill on first reading.

COUNCIL BILL NO. 2014-622 ORDINANCE NO.

AN ORDINANCE approving a License Agreement with Internet Destination Sales System (iDSS) for Customer Relations Management software for the Convention and Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

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

Section 1. That the Agreement governing cooperation between with Internet Destination Sales System (iDSS) and the City of Joplin, Missouri, for customer service management software for the Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that 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 by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2014-RFP-13 BID ITEM DESCRIPTION: **CRM Software**

BID OPENING DEADLINE: 4/23/2014 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:**

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
iDSS	4/21/2014	Jodi Moulzolf	612.767.7874		$2,500 Initial Set up, $3,000 annual ($250 month)
NOTES: A one time purchase of software at $2,500. $250 monthly for up to 3 users. $250 x 12 months = $3,000. $5,500 for initial year, $3,000/yr there afterlocked in for 3 years. Recommend by DMAI**					
Soffront	4/23/2014	Kim Harrison	510.413.9000 x232		$199 set & training, $35 per month per user. In iCloud.
NOTES: Does not fully support the request of the RFP. Services are iCloud based. Some items offered are dependent of other services for support (EventBrite & ExtraNet), not fully contained within the operation of the system. Not recommend by DMAI**					
SimpleView	4/23/2014	Tom Farney	520.404.7483		$9,800 one time for software and $6,000 annually.
NOTES: $9,800 one time for software and $6,000 annually. $15,800 for initial year, $6,000/yr there after. Recommend by DMAI**					
NOTES:					
NOTES:					

** Recommend by DMAI -- Destination Marketing Association International is the body that advocates and advances the practicies of the CVB/Tourism industry.

MEMO TO PURCHASING COMMITTEE

Finance	Leslie Haase	Date
Legal	Peter Edwards	Date

October 28, 2014

Request not to use lowest-bidder for 2014-RFP-13

We received three (3) bids in response for to the RFP for CRM Software (Destination Management system) for the Joplin Convention and Visitors Bureau, Director of Sales (DOS). This software allows the DOS to track and manage potential business leads, track business proposals and interact with her hotel counterparts in a timely manner.

Soffront was the lowest bidder but does not fully meet the support we are seeking.
First, our bid request was for a software management system; software that would be managed on our director of sales computer. Soffront's system is iCloud based. For proprietary reasons will are not in favor of this type of system.

Second, in response to the *Project Description* in our RFP, Soffront described their CRM system as relying on "interfacing" or "integrated" and "easily captures" through other software or operational platforms. We are seeking an all-inclusive management tool. Adding other operating platforms or outside system are not acceptable in seeking a reliable software package. Our RFP sought a single source provider, not a modular system.

Third, in researching what we wanted in a CRM Software System we learned that there are such systems designed specifically to support the needs of a CVB. The two other CRM systems (iDSS and SimpleView) were created for CVB's specifically. At the time of bidding Soffront did not have a single CVB as a client. They do not offer standard industry related reporting which saves users time by not having to create new report queries.

Fourth, in her research, the JCVB DOS found that the other two providers fully meet the standards for CRM software set forth by Destination Marketing Associations International (DMAI); *the global trade association that protects and advances the success of destination marketing worldwide.* Should the Joplin CVB elect in the future to connect with DMAI's data collecting services; EmpowerMINT system or the Event Economic Impact Calculator, the iDSS or SimpleView applications are fully compatible for integrating. At this time Soffront does not meet DMAI's standards. Many of the practices the Joplin CVB follows are standards advocated or established by DMAI.

For the reasons stated we believe the lowest bidder, Soffront, when compared apple-to-apples, 1) do not fully meet the requirements stated within the RFP and 2) do not demonstrate in the short-term nor long-term to be the best use of tax-payer dollars. Their system will not fulfill the needs of the director of sales and the expectations of our hotel partners.

We seek your permission to go forward with the iDSS purchase.

Patrick Tuttle

CITY OF JOPLIN MISSOURI

Finance Department
602 S Main Street
Joplin, Missouri 64801
(417) 624-0820 Ext 251
(417) 624-4620 (Fax)

October 29, 2014

The purchasing committee, comprised of City Attorney, Peter Edwards, and Finance Director, Leslie Haase, met today to review the bids for software for the Convention and Visitor's Bureau. After reviewing the bid and documentation, the committee approves the department's recommendation to award to the second lowest bidder as the best and lowest bid for this item.

Leslie Haase

Signature
Leslie Haase, CPA, CMA
Finance Director

Signature
Peter C. Edwards
City Attorney

iDSS™ MASTER WEB-BASED SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS MASTER WEB-BASED SOFTWARE LICENSE AND SERVICES AGREEMENT (the "*Agreement*") is effective on 1/1/2015 ("*Effective Date*") by and between Internet Destination Sales System, Inc. ("***iDSS***") with its principal place of business located at 250 Marquette Avenue South, Suite 1330, Minneapolis, Minnesota, 55401, and City of **Joplin, MO ("*Subscriber*")** with its principal place of business located at 602 South Main, Joplin, MO 64801, with reference to the following facts:

A. iDSS provides web-based software solutions for global travel, meeting, event planning, membership management and contact management.

B. The Subscriber wishes to subscribe to and use those web-based systems *identified by the Subscriber below* as subject to this Agreement; and (ii) retain iDSS to provide implementation and support services in connection with such web-based systems.

Destination Management System **(Exhibit B)**	**X**
Housing System **(Exhibit C-1)**	
Registration System **(Exhibit C-2)**	
Future Housing Inventory System **(Exhibit D)**	
ExactTarget Email License **(Exhibit E)**	

C. iDSS wishes to provide a license to use such web-based systems and provide such services to Subscriber under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. ***Certain Definitions***. The following capitalized terms used in this Agreement and its Exhibits shall have the following meanings:

"Client Support" means iDSS' acknowledgement and response to telephone calls and emails from the Subscriber asking questions about the System or requesting help in using the System.

"***Documentation***" means the technical and planning requirements necessary to access and use the System and generate the Standard Reports.

"***Fees***" means the fees for the license to use the System and for the Services as set forth in the Fee Schedules, which if applicable are attached hereto and incorporated herein as Exhibit B for the Destination Management System; Exhibit C-1 for the Housing System, Exhibit C-2 for the Registration System, and Exhibit D for the Future Housing Inventory System (each a "***Fee Schedule***" and, together, the "***Fee Schedules***"), to the extent applicable to this Agreement. The Fee Schedules may be modified, amended, supplemented, increased and updated in accordance with Section 3 of this Agreement.

"Go-Live Date" means the point when the System has been configured and enabled and is ready for the Subscriber to use.

"***Housing Transaction***" means using the System to reserve 1 hotel room

"***iDSS Intellectual Property***" means the computer programs, written material, Standard Report format, sequencing and arrangement, content, data, designs, images, trademarks, logos or other material or works inherent in, used in connection with, or arising out of the System, the Services, the Standard Reports, the Documentation or any other materials provided by iDSS pursuant to this Agreement and all copyrights, patent rights, trademark rights, trade secrets, and other proprietary rights in and to any and all of the foregoing.

"***Standard Reports***" means the standard (or canned) reports generated by the System for use by Subscriber.

"***Registration Transaction***" means the use of the System to register for a class, seminar, convention, association meeting, reception or other scheduled activities related to an event managed by the System. The registration of 1 person for 1 scheduled activity shall constitute 1 Registration Transaction.

"***Services***" means access to iDSS' web portal and partner interface, configuration and implementation services, on-going support services provided by iDSS to Subscriber in connection with the use of the System and the generation of Standard Reports or customized reports, and other services if requested by Subscriber.

"***System***" means, as a collective, those certain web-based systems identified by Subscriber in Section B above, as subject to this Agreement.

"***Users***" means anyone logging into and using the System.

2. ***Term and Renewal***. The initial term of this Agreement shall be for a period of **3 years** commencing on the Effective Date (the "***Initial Term***") and shall automatically renew for additional 3 year periods (each a "***Renewal Term***"), except as provided below. Unless this Agreement is terminated under Section 8 below, this Agreement will automatically renew at the expiration of the Initial Term or Renewal Term, as the case may be, unless either party gives written notice of termination of this Agreement no later than 30 days prior to the expiration of the Initial Term or Renewal Term.

Non-Appropriation: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of iDSS and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to iDSS.

3. ***Fees Payable to iDSS by Subscriber***. For access to and use of the System and all included and optional Services, as described in this Agreement, the Subscriber shall

pay those Fees, in the amounts and in accordance with the payment terms (including due dates) and other terms and conditions set forth in Exhibits B, C-1, C-2, and/or D of this Agreement. Subscriber further agrees to pay all applicable sales, use or other similar taxes. iDSS may, in its sole discretion, increase Fees as stated in the Exhibit documents, upon renewal of the terms of the Master Services Agreement.

4. ***Travel Reimbursement***. The Subscriber will be billed and agrees to pay all pre-approved documented travel expenses for iDSS service days (and travel days for International clients) including airfare, other transportation, and hotel incurred in connection with travel to Subscriber's location(s) for training and/or any other contracted services.

5. ***Access to and Use of the System***

a. *Rights Granted*. Subject to the Subscriber's compliance with the terms and conditions of this Agreement and its Exhibits, including payment of Fees, iDSS grants to Subscriber during the term of this Agreement, a limited, nonexclusive, nontransferable license (without a right of sublicense) to connect to and use the System through an Internet web browser solely for Subscriber's own internal business use and operations, all in accordance with any Documentation and the terms of this Agreement. Subscriber acknowledges and agrees that it is Subscriber's responsibility to comply with the Documentation. If Subscriber fails to comply with the Documentation and is unable to operate the System, Subscriber is still responsible for paying iDSS all Fees.

b. *Restrictions*. Subscriber may not (i) rent, lease, re-license or otherwise provide access to the System or any Documentation to any unauthorized third party; (ii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts or construction method of the System or replicate the functionality of the System for any purpose; or (iii) use the System for the benefit of any unauthorized third party.

c. *Data Entry, Storage and Use*. The Subscriber owns the data and is responsible for ensuring that the data entered into the System is accurate and reflects Subscriber's specific requirements. All data generated by and through Subscriber's access to the System shall reside on iDSS's server and iDSS shall have the limited right to use such information solely for the purposes of this Agreement and in aggregate, non-personally identifiable form for internal business purposes, subject at all times to the covenants of confidentiality. At the termination of this Agreement, iDSS will release the Subscriber's data to the Subscriber at Subscriber's expense ($250.00), provided Subscriber is not in breach of any of the terms and conditions of the Agreement, including the payment of Fees.

6. ***iDSS Responsibilities***. During the term of this Agreement, iDSS will provide:

a. *Access to Web Portal.* Subscriber shall have access to the System 24 hours per day, 7 days per week, with 98% uptime, including time for scheduled maintenance. Scheduled maintenance activity will be conducted by iDSS and iDSS will use reasonable commercial efforts to provide at least 12 hour notice (either oral or written) prior to any scheduled maintenance activity that impacts subscriber access.

b. *User name and Password.* iDSS shall provide Subscriber with a unique user-name and password to allow access to and use of the System.

c. *Technical support and service.* iDSS shall provide technical support and service by telephone or through email and the Internet.

d. *Optional Professional Services.* Subject to iDSS's approval, Optional Professional Services are available upon reasonable written notice by the Subscriber at the rates prescribed in the applicable Fee Schedules. As set forth on these Fee Schedules, the Subscriber agrees to reimburse iDSS for reasonable expenses as outlined in Section 4 in connection with any professional services performed at the Subscriber's business.

7. ***Subscriber Responsibilities***. During the term of this Agreement, Subscriber will:

a. Comply with the rules and regulations posted on the iDSS web site for use of the System.

b. Pay Fees when due and comply with the terms of this Agreement, its Exhibits, the Mutual Nondisclosure Agreement and any other agreements between the Subscriber and iDSS.

8. ***Termination***.

a. *Termination by either party upon Breach.* iDSS or Subscriber has the right for immediate termination of this Agreement and the Services upon breach of the Agreement, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.

b. *Termination by iDSS.* iDSS may terminate this Agreement and all Services immediately without notice if Subscriber fails to pay Fees when due and owing or iDSS determines that Subscriber is failing to comply with the rules and regulations as described in Section 7 above or is not in compliance with any of the material terms contained in this Agreement.

c. *Automatic Termination.* This Agreement will be terminated without further action by either party if the Subscriber has terminated or canceled its subscription to all Systems identified above in accordance with the terms of the applicable Fee Schedule.

9. ***Ownership Rights***. iDSS is the owner of the iDSS Intellectual Property or otherwise has the right to grant to Subscriber the license set forth in Section 5 of this Agreement without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by iDSS. iDSS retains all rights, title and interest in and to all of the iDSS Intellectual Property provided by iDSS pursuant to this Agreement. Except as expressly provided herein, Subscriber has no other rights or licenses to the iDSS Intellectual Property. All rights not expressly granted under this Agreement by iDSS are expressly reserved by iDSS. Subscriber agrees to assist iDSS in any reasonable manner and at iDSS's sole expense to obtain and enforce for iDSS's benefit patents, copyrights, trademark or other intellectual property rights in the iDSS Intellectual Property. iDSS shall have the sole right to seek patent, copyright, trademark or other protection over any and all the iDSS Intellectual Property.

10. ***Indemnity.***

a. *By Subscriber*. Subscriber shall indemnify and hold harmless iDSS and its directors, officers, employees and agents from and against any and all losses, liabilities, judgments (including legal fees and expenses), awards and costs incurred by iDSS or any third party arising out of or relating in any way to (i) the access to, or use of the System by Subscriber or its users, or (ii) any data or content entered into the System by Subscriber or otherwise used in conjunction with the System by Subscriber which is not provided by iDSS except to the extent any such liability or cost are caused by the negligence or willful misconduct of iDSS.

b. *By iDSS*. iDSS agrees to indemnify and hold harmless Subscriber and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that licensees' use or possession of the iDSS Intellectual Property, Services or System or the license granted hereunder, infringes or violates the copyright, trade secret, patent, trademark or other proprietary right of any third party.

c. The terms of this Section shall survive the termination of this Agreement.

11. ***Limited Warranty and Remedy; Liability Limitations***.

a. *Limited Warranty*. The System and related Standard Reports will operate when Subscriber properly completes all forms required by iDSS, supplies all data required by iDSS, provides all additional information iDSS has requested and the Subscriber has input the parameters for each applicable report as described in the Documentation. EXCEPT FOR THIS WARRANTY, iDSS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NONINFRINGEMENT WITH RESPECT TO THE SYSTEM. THE SYSTEM AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. iDSS MAKES NO WARRANTY THAT THE SYSTEM AND THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS,

WILL PERFORM ALL OF THE FUNCTIONS OR CONTAINS THE FEATURES OR SERVICES OF SOFTWARE OR OTHER PROGRAMS YOU MAY HAVE PREVIOUSLY USED OR ARE NOW USING OR OTHERWISE PROVIDE ALL OF THE INFORMATION YOU MAY REQUIRE IN MANAGING YOUR BUSINESS.

b. *Exclusive Remedies.* For any material breach of warranty set forth in Section 11(a) above, iDSS's entire liability and Subscriber's sole and exclusive remedy will be the correction of the problems or errors that cause the breach of warranty, or if iDSS is unable to correct such problems or errors, then Subscriber shall be entitled to a refund of the applicable Fees paid to iDSS during the period giving rise to the claim, subject to Section 11(c).

c. *Limitation of Liability.* EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, iDSS SHALL NOT BE LIABLE OR RESPONSIBLE TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES, LOSS OR INACCURACY OF DATA, DAMAGE TO SOFTWARE OR EQUIPMENT, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (ii) ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID TO IDSS BY SUBSCRIBER HEREUNDER DURING THE 6 MONTH PERIOD PRIOR TO THE DATE A CAUSE OF ACTION AROSE. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES AND NOTWITHSTANDING A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT.

12. ***Notices***. Any notice by either party, to be effective must be sent to the address set out above in this agreement, certified mail, return receipt requested and shall be effective upon receipt.

13. ***Amendment.*** Amendments, modifications or other changes to this Agreement and its Exhibits must be in writing and, except for any increase to the Fees set forth on the Exhibits B, C-1, C-2, and D, signed by both parties to be effective and binding.

14. ***Confidentiality***. The terms of the Mutual Nondisclosure Agreement between the parties is incorporated into this Agreement by reference as if fully set forth herein and shall control the parties' confidentiality obligations to each other. If the parties have not entered a Mutual Nondisclosure Agreement, each party hereby agree not to disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party. The non-breaching party shall have the right to seek injunctive relief for any violation of this Section.

15. ***Governing Law***. This Agreement is governed by the internal laws of the State of Minnesota without reference to its conflict of laws principles. iDSS and the Subscriber agree to resolve all disputes in the state or federal courts of Minnesota and each party hereby consents to the personal and subject matter jurisdiction of any matter arising under this Agreement in Minnesota courts and agrees to accept service of process by mail.

16. ***Force Majeure.*** iDSS is not liable for any failure or delay in fulfilling its obligations due to any causes beyond its reasonable control. In the event of any such default or delay, the date for performance of Services will be extended correspondingly.

17. ***Entire Agreement.*** This Agreement, its Exhibits, the Mutual Nondisclosure Agreement and any forms, documents or other information submitted by Subscriber constitute the complete and exclusive statement of the Agreement between the Parties as to the System and the Services and the parties' mutual obligations to one another, and there are no contemporaneous agreements, understandings, conditions, warranties or representations, oral or written, express or implied, that are not merged herein or superseded by this Agreement.

18. ***Assignment.*** iDSS may assign any portion of this Agreement or pledge the payments due (and the documentation supporting such payment obligations) from Subscriber under this Agreement without notice to Subscriber and without Subscriber's consent, but Subscriber shall be obligated to the assignee only to the extent of Subscriber's obligation to iDSS. Subscriber may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of iDSS.

Internet Destination Sales System, Inc.	**City of Joplin, MO**
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Its: _____ (title)	Its: _____ (title)
Date: _____	Date: _____

FEE SCHEDULE FOR
DESTINATION MANAGEMENT SYSTEM (DMS)
CONTRACT PRICING EFFECTIVE January 1, 2015

In connection with the iDSS™ Master Web-Based Software License and Master Services Agreement (the "***Master Services Agreement***") by and between Internet Destination Sales System, Inc. ("***iDSS***") and **City of Joplin, MO** ("***Subscriber***"), the Subscriber agrees to pay the Fees set forth in this Exhibit. Capitalized terms used, but not otherwise defined, in this Exhibit shall have the meanings ascribed to such terms in the Master Services Agreement. To the extent there is a conflict between the terms of this Exhibit B and the Master Services Agreement, the terms and conditions of the Master Services Agreement shall control.

1. Activation / Implementation	***Fee *****
a. Activation Fee	$ 2500.00
b. Data Migration. NO data migration to be undertaken	$ N/A
c. On-Site Training $600 per day / per trainer x # days	$ Optional
d. Training / Travel Expenses for Trainer (Airfare, Car Rental, Hotel)	$ Actual
e. Reporting Database setup *	$ N/A
Total for Implementation	**$ 2500.00**
2. DMS Monthly Subscription	
a. Monthly User Subscription Fee (2 Users) $125 each	$ 250.00
b. Partner Interface for Lead Distribution & Response	$ INCL
Total Monthly Subscription	**$ 250.00**

Fees as shown expire 12/15/2014
If Contract finalized within 60 days, fees are valid and locked for 3 year Contract Term

Total Activation Fee Payable Upfront = $2500.00

Total Monthly Subscription for 36 month term = $9000.00
Paid Quarterly = $750.00

DMS Fees along with iDSS's payment terms and conditions are described on the following pages.

1. ***Activation Fee***

a. *Fee Description.* This is a one-time only, nonrefundable activation fee for the right to use the Destination Management System ("*DMS*"), licenses for staff members, configuring DMS in preparation for Subscriber use, securing database access and information storage. *Payment Terms.* iDSS requires a down payment of half the activation fee upon the execution of the Master Services Agreement and will invoice the remaining balance after the Go-Live Date. iDSS will not perform any work to configure, enable or otherwise activate DMS until it has received the down payment.

b. *Data Migration.* iDSS will migrate data to DMS from other sources, provided that the Subscriber has identified in writing, to the satisfaction of iDSS, the data source or sources to be accessed and the specific data the Subscriber wishes to migrate to DMS and iDSS has determined if migration of the data is feasible.

c. *On-Site Training.* At the Subscriber's request, iDSS will provide training to the Subscriber's staff at the Subscriber's business location, covering the features, use and other information regarding DMS. iDSS will charge the Subscriber the per-day training rate for all training (and travel days for international only). Limitation on Training - Each training session is limited to 10 staff members per trainer.

d. *Travel Expenses.* The Subscriber agrees to pay all documented travel expenses per the Master Service Agreement, Section 3.

e. *Reporting Database.* iDSS will publish a copy of the SQL database for Subscriber to a secure location. The database file can be retrieved and restored to the Subscriber's local SQL database server or Subscriber can connect to iDSS SQL database. Manipulation or transformation of data can be performed from there for reporting or other third party applications. This database is a read-only copy.

2. ***Monthly Subscription Fee***

a. *DMS Monthly Subscription.* Through payment of this fee, the Subscriber has the right to continued use of DMS and related software during Contract term period. This fee includes regular upgrades and Help Desk support. The Subscription fee is locked in for the Initial Term period with the exception of adding/removing users or adding/removing optional features. iDSS shall send an invoice for the Subscription Fee on a quarterly basis. The first Subscription Fee is charged for the first full month following the Go-Live Date.

b. Partner Interface for Lead Distribution & Response. With access to the Partner Interface, Subscriber Partners such as Hotels can access and respond to Leads on-line. They have access to historical Leads that have been sent to them through the interface and they can attach proposals using the interface. There are different pricing scales depending on how many Partners would be accessing; typically this is for the Partners that respond to your Leads.

3. ***General Billing, Terms and Cancellation of Services***

a. Billing. Subscriber will be billed on the Contract date for half of the Activation fees. Following Implementation, subscriber will be billed for balance of Activation fee, Training, Migration, and expenses as applicable. Subscriber will be billed for DMS user fees quarterly, in advance of each quarter. Subscriber will be billed at time of service for additional services. All invoices are due within 30 days of receipt. Interest will be charged on all Fees that are not paid when due at a rate of lower of 1.5% per month or the highest rate allowed by law.

b. *Renewal Term(s).* Each Renewal Term shall automatically renew for additional three (3) year period unless otherwise agreed upon period or written notice of termination is provided by Subscriber to iDSS at least thirty (30) days prior to date the Renewal Term is scheduled to begin. Any proposed price adjustments for the upcoming Renewal Term will be submitted in writing to the Subscriber 6 months prior to the start of the next Renewal Term.

c. *Cancellation of Services.* So long as the Master Services Agreement has not been terminated, iDSS will provide the Services stated. The Initial Term shall automatically renew for additional one (3) year periods, except the Subscriber may terminate the Services prior to the expiration of any Term by giving iDSS 30 days' written notice of it's intent to terminate. During the first six (6) months of the Initial Term, Subscriber may cancel the Agreement and forfeit the Activation fees and all other fees due to that point. If the Subscriber desires to terminate the Agreement after the first six (6) month period, the Subscriber would also pay a fee equal to the Monthly Subscription Fee for the remainder of the term.

d. Non-Appropriation: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of iDSS and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to iDSS.

The undersigned Subscriber acknowledges the Fees set forth above and agrees to and accepts these terms and conditions in connection with the Destination Management System.

Internet Destination Sales System, Inc. **City of Joplin, MO**

By: _____ By:_____

Date: _____ Date:_____

iDSS

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is entered into on and effective 1/1/2015 (the "***Effective Date***") by and between Internet Destination Sales System, Inc. ("***iDSS***"), with its principal place of business located at 250 Marquette Avenue South, Minneapolis, Minnesota, 55401, and **City of Joplin, MO** together with iDSS, (the "***Parties***"), with its principal place of business located at 602 South Main, Joplin, MO 64801, with reference to the following facts:

a. The Parties have requested certain information regarding each other in connection with evaluating the feasibility of possible business arrangements between them.

b. The Parties acknowledge the confidential and proprietary nature of the materials to be furnished.

c. The Parties are willing to disclose such confidential and proprietary information to each other provided that each party agrees to hold and keep such information as confidential and to not use the information for any purpose other than evaluating a potential business arrangement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. ***Confidential Material***

Each party agrees that all information relating to the other that is known to be confidential or proprietary, or which is clearly marked as such, and is furnished to it or to its officers, employees, or agents (collectively, the "***Receiving Party***") by the other party ("***Disclosing Party***"), whether written or delivered, visually or orally, will be deemed to be confidential information ("***Confidential Material***"). Confidential Material does not include information that (a) was previously in the possession of the Receiving Party and not the subject of another confidentiality agreement, (b) becomes generally available to the public as a result of a disclosure by a source other than the Receiving Party, or (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its advisors, provided that the Receiving Party reasonably believes that such source is not bound by a confidentiality agreement with respect to such information.

a) All Services and Deliverables shall be solely for Client's benefit, and are not intended to be relied upon by any person or entity other than Client. Client shall not disclose the Services or Deliverables, or refer to the Services or Deliverables or pricing in any communication, to any person or entity except (i) as specifically set forth in the applicable Work Authorization, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence, or (iii) as otherwise required by law. The parties recognize and agree that the Client, City of Joplin, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). Client, however, may create its own materials based on the content of such Services and

Deliverables and use and disclose such Client-created materials for external purposes, provided that, Client does not in any way, expressly or by implication, attribute such materials to iDSS or its subcontractors.

b) To the extent that, in connection with an applicable Work Authorization, either party needs to communicate confidential information to the other party that the disclosing party feels necessitates confidentiality obligations to cover the confidential information, the parties agree to work in good faith to negotiate confidentiality obligations as part of the applicable Work Authorization or to execute a separate non-disclosure agreement specific to the exchange of such confidential information under the applicable Work Authorization

2. ***Restrictions on Use and Nondisclosure.*** The Receiving Party agrees and covenants as follows:

a. *Ownership.* All Confidential Material furnished or disclosed to the Receiving Party is and shall be considered for all purposes to be the property of the Disclosing Party, and the Receiving Party shall have no right, title or interest in or to any of the Confidential Material.

b. *Disclosure.* The Receiving Party shall keep all Confidential Material strictly confidential and shall not disclose, give or describe any part or all of the Confidential Material to others for any reason whatsoever without the express written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Material to any representative or agent of the Receiving Party (collectively, the "***Receiving Party's Representatives***") for the sole purpose of evaluating the potential business arrangement between the parties, provided that such Receiving Party's Representatives agree to be bound by the terms of this Agreement. The Receiving Party shall take all measures necessary or desirable to insure that the Confidential Material remains confidential and is not, whether intentionally or unintentionally, disclosed to or seen, used or obtained by any third party. Confidential Material may not be published or reproduced in any fashion.

c. *Use.* The Receiving Party shall use the Confidential Material only for, and in the course of, business discussions relating to a possible business arrangement and in connection with any business arrangement subsequently entered with the Disclosing Party and for no other purpose.

d. *Return of Confidential Material.* Notwithstanding anything contained in this Agreement, the Receiving Party shall return the Confidential Material (regardless of the form in which such information was disclosed), including all compilations, copies, notes, summaries or abstracts of such Confidential Material, and will erase from computer storage (including all related or peripheral storage devices) any and all images, compilations, copies, summaries or abstracts of such Confidential Material to the Disclosing Party immediately upon termination pursuant to Section 2(e) below or upon request of the Disclosing Party, whichever occurs first.

e. *Duration.* Unless extended by mutual agreement of the Parties, this Mutual NDA shall terminate with the termination of the Master Web-based Software License and Services Agreement (contract), if the parties decide to enter into this agreement.

3. ***Remedies***

In the event that the Receiving Party or any of the Receiving Party's Representatives disseminate or release any Confidential Material except as provided in Section 2 above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Material previously provided to Receiving Party. Each of the parties agrees that because of the unique nature of the Confidential Material, the Disclosing Party would suffer irreparable damage in the event of a breach of this Agreement. Accordingly, each party expressly agrees that the Disclosing Party will be entitled to injunctive and/or other equitable relief, including, but not limited to, specific performance, and hereby waives the right to any bond in connection therewith. The provisions of this paragraph do not alter or affect any other legal rights or remedies the Disclosing Party may have under this Agreement or applicable federal or state law.

4. ***Scope of Agreement.***

Neither execution nor performance of this Agreement shall require or obligate either party to enter into or continue a Master Services Agreement or any other agreement, including any joint venture or representation or consulting agreement relating to the other party. Nothing herein shall be construed as granting the Receiving Party or any other party any license or any other right, title or interest in or to the Confidential Material.

5. ***Miscellaneous Provisions.***

a. *Amendment.* No amendment of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

b. *Waiver.* Failure by any party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or its rights thereafter to enforce such provision or any other provision.

c. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof as of the date of this agreement and supersedes all previous understandings, representations, proposals, and discussions, whether oral or written, between the parties concerning the subject matter hereof.

d. *Construction.* Wherever possible each provision of the Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.

e. *Governing Law.* This Agreement shall be interpreted and enforced pursuant to the internal laws of the State of Minnesota without reference to its conflict of law principles.

f. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

Internet Destination Sales System, Inc.	**City of Joplin, MO**
By: _____ (signature)	By: _____ (signature)
Print Name _____	Print Name _____
Its: _____ (title)	Its: _____ (title)
Date: _____	Date: _____

NEW BUSINESS