JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 21, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Woodsonia Update

      Documents:

      THEATER - EXECUTIVE SUMMARY 2.9.23_.PDF
      EXHIBIT A.PDF
      EXHIBIT B.PDF
      MENARDS ANCHORED PAD SITES - JOPLIN BROCHURE.PDF

   2. Housing Revitalization Plan Update

      Documents:

      HOUSING REVITALIZATION_FINAL 2-14-23.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Issues

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The February 6, 2023, City Council Meeting

Documents:

FEBRUARY 6, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-254
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-2 (Two-Family Residential) property as described below and located approximately at 1027 and 1029 S. Porter Ave.

Documents:

CB2023-254.PDF

3. COUNCIL BILL NO. 2023-255
AN ORDINANCE providing to vacate approximately 161 feet of 25 feet-wide right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri.

Documents:

CB2023-255.PDF

4. COUNCIL BILL NO. 2023-256
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-3 (Apartment House) property as described below and located approximately at 3504 W 24th St.

Documents:

CB2023-256.PDF

5. COUNCIL BILL NO. 2023-257
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located West of S Twin Hills Dr. and South of W. Par Ln.

Documents:

CB2023-257.PDF

6. COUNCIL BILL NO. 2023-258
AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane 2nd Addition located at property West of S Twin Hills Dr and South of W Par

Ln, in the City of Joplin, Jasper County, Missouri.

Documents:

CB2023-258.PDF

9. **Resolutions**

1. RESOLUTION NO. 2023-002
A RESOLUTION authorizing the filing of a Third Substantial Amendment to the Program Year 2019 One Year 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 Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

2019 ACTION PLAN THIRD SUBSTANTIAL AMENDMENT RESOLUTION SUMMARY.PDF
2019 ACTION PLAN THIRD SUBSTANTIAL AMENDMENT.PDF
2019 THIRD AMENDMENT ACTION PLAN RESOULUTION.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-105
AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of One Million, Four Thousand, Eight Hundred Eighty-two and 53/100 Dollars ($1,004,882.53) for the East Town Infrastructure – Sanitary Sewer, Phase 2 project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause;

Documents:

CB2023-105 1-SUMMARY SHEET_EAST TOWN INFRASTRUCTURE SANITARY SEWER PHASE 2.PDF
CB2023-105 2-ORDINANCE_EAST TOWN INFRASTRUCTURE SANITARY SEWER PHASE 2.PDF
CB2023-105 3-AGREEMENT_EAST TOWN INFRASTRUCTURE SANITARY SEWER, PHASE 2.PDF
CB2023-105 4-BID SUMMARY SHEET_EAST TOWN INFRASTRUCTURE SANITARY SEWER, PHASE 2.PDF
CB2023-105 5-EXHIBIT MAP_EAST TOWN INFRASTRUCTURE SANITARY SEWER, PHASE 2.PDF

2. COUNCIL BILL NO. 2023-602
AN ORDINANCE approving a Contract for grant money by and between the

City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of One Hundred Twenty-Four Thousand, and Twenty Dollars ($124,020.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

SUMMARY ITEM 2023-602 MODOT GRANTS.PDF
2023-602 DWI OFFICERS-2023 (2).PDF
2023-602 DWI SATURATION-2023 (3).PDF
2023-602 HMV ENFORCEMENT-2023 (4).PDF
2023-602 DESCRIPTION OF PROJECT ACTIVITIES-2023 (5).PDF
COUNCIL BILL 2023-602 MODOT GRANTS.PDF

## 11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-603
   AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Joplin Area Chamber of Commerce to participate in a partnership with the Joplin Regional Alliance for Health Care and Health Science and approving a contribution of $80,000.00 for the purpose of pursuing an economic development plan.

   Documents:

   CB 2023-603- SUMMARY SHEET .PDF
   CB 2023-603 ORD. .PDF
   FINAL CITY-CHAMBER MOU JRAH (002).PDF
   TECONOMY PROPOSAL 202304 - JOPLIN REGIONAL ALLIANCE FOR HEALTHCARE AND HEALTH SCIENCE.PDF

## 12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2023-450
   AN ORDINANCE authorizing the purchase of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, for the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing a contingency clause

   Documents:

   CB2023-450.PDF

## 13. Unfinished Business

**14. New Business**

1. Confirm Boards And Commissions Appointments

2. Vote To Go Into Closed Session, Which Shall Pertain To 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 Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 2:15 PM on this 16th day of February 2023 (RSMo 610.020)

# 8 Screen Theater / Entertainment Complex ("Entertainment Project")
# Incentives Request / Executive Summary

**Executive Summary:**

Woodsonia Real Estate is excited to bring a state of the art 8 screen B&B Entertainment / Movie Theater to Joplin that will also include a bar / restaurant and arcade / family entertainment (together referred to as "Entertainment Project"). The Entertainment Project will be part of the 32nd Street Place Development and will be located along 32nd St. at Hammons Boulevard in what's designated as Project Area 4. The theater portion of the Entertainment Project will have all the amenities of a new theater including reclining seats, large format screens and the MX4D experience. Per our Market Study which is attached as Exhibit D, the Joplin market was found to be severely lacking in family entertainment options and likely experiencing significant sales leakage to nearby communities. This Entertainment Project will serve as a destination for residents in Joplin and the surrounding areas to enjoy a wide variety of family entertainment options for years to come.

**Overall Project (See Exhibit A / Site Plan)**

- New 8 screen Theater / Entertainment Complex with Bar, Restaurant and Arcade. 37,025 +/- sq. ft building.
- Land Area / Lot Size – 8.30 +/- acres
- CID to purchase parking lot area and green space of +/- 5.28 acres for $10.00 PSF ($2,300,000) and construct parking lot improvements for the Entertainment Project
- Total Estimated Project Budget +/- $33,625,276 – See attached Summary Incentive Budget

**Four (4) Sources of Funding / Incentives utilized:**

A. **TIF Reimbursement:** Utilize Tax Increment Financing Funds of $6,000,000 as approved within the 32nd Street TIF District. Amendment to the TIF Contract will be required to provide approval of theater / entertainment use on Project Area 4.

B. **Bond Funds:** Utilize Series 2021 Bond Proceeds for eligible CID costs for Public Parking Improvements as described below (there's +/- $2.3M of bond proceeds available).
    1) The CID shall purchase and own the public parking lot area and green space for $2,300,000. Upon the full payment of the Series 2021 Bonds and the full reimbursement to the City for the contributions of the City Funds, the CID will consent to reconveying the public parking area and green space back to the owner of record of the Theater /

Entertainment building for $1.00. In addition, the CID will enter into a cooperative agreement with the City CID for purposes of construction and maintaining the Public Parking Improvements and green space.

2) Access to the CID parking lot and green space will not be limited to the movie theater, and the CID would agree that the parking lot and green space will remain open for public use at all times with no restrictions on access.
3) Construction of the CID public parking improvements in the amount of +/- $1,500,000, to include:
   - Parking lot sitework, grading, paving, curbs and sidewalks, lighting, landscaping
   - Associated public infrastructure, and
   - Allocable portion of design fees, consultant fees, and other soft costs
4) Amend the current CID Cooperative Agreement and overall reimbursable cost budget to add $2,300,000 towards the Public Parking Lot and green space. Series 2021 Bond proceeds may be spent on the CID Project as defined in the Cooperative Agreement as it is amended from time to time. The amendment noted below would amend the budget to include the Public Parking Lot and green space costs.

C. **CID Funds:** The City of Joplin will provide $1,300,000 (City Funds) to assist in paying for Public Parking Improvements and green space as described in B.1 above. The City will establish a community improvement district (City CID) within the boundaries of Project Area 4 and assess a one percent (1%) sales tax on all taxable sales generated within Project Area 4. The revenue generated by this additional 1% sales tax will be used exclusively for reimbursement to the City for its $1,300,000 contribution.

D. **CID Funds (Revenue Area B)**: Seek reimbursement of up to $1,200,000 through the CID non-EATS reimbursable costs previously approved with the 32nd Street CID Project. The CID non-EATS revenues will be derived through Revenue Area B and not Revenue Area A which is pledged towards repayment of the Bonds

**Next Steps:**

If the general outline of this executive summary is acceptable to the City, Woodsonia would take the lead on coordinating efforts, approvals and documents related to the use of the Series 2021 Bond Proceeds, the same for amendment of the CID Cooperative Agreement and work on securing a TIF Financing and necessary adjustments to the TIF Plan with the City of Joplin. The City will take the lead in establishing the City CID with assistance from Woodsonia.

- A simple TIF Plan amendment may be necessary to re-insert “movie theater” as a permitted use.
- Second Amendment to Cooperative Agreement among CID, Woodsonia and City.

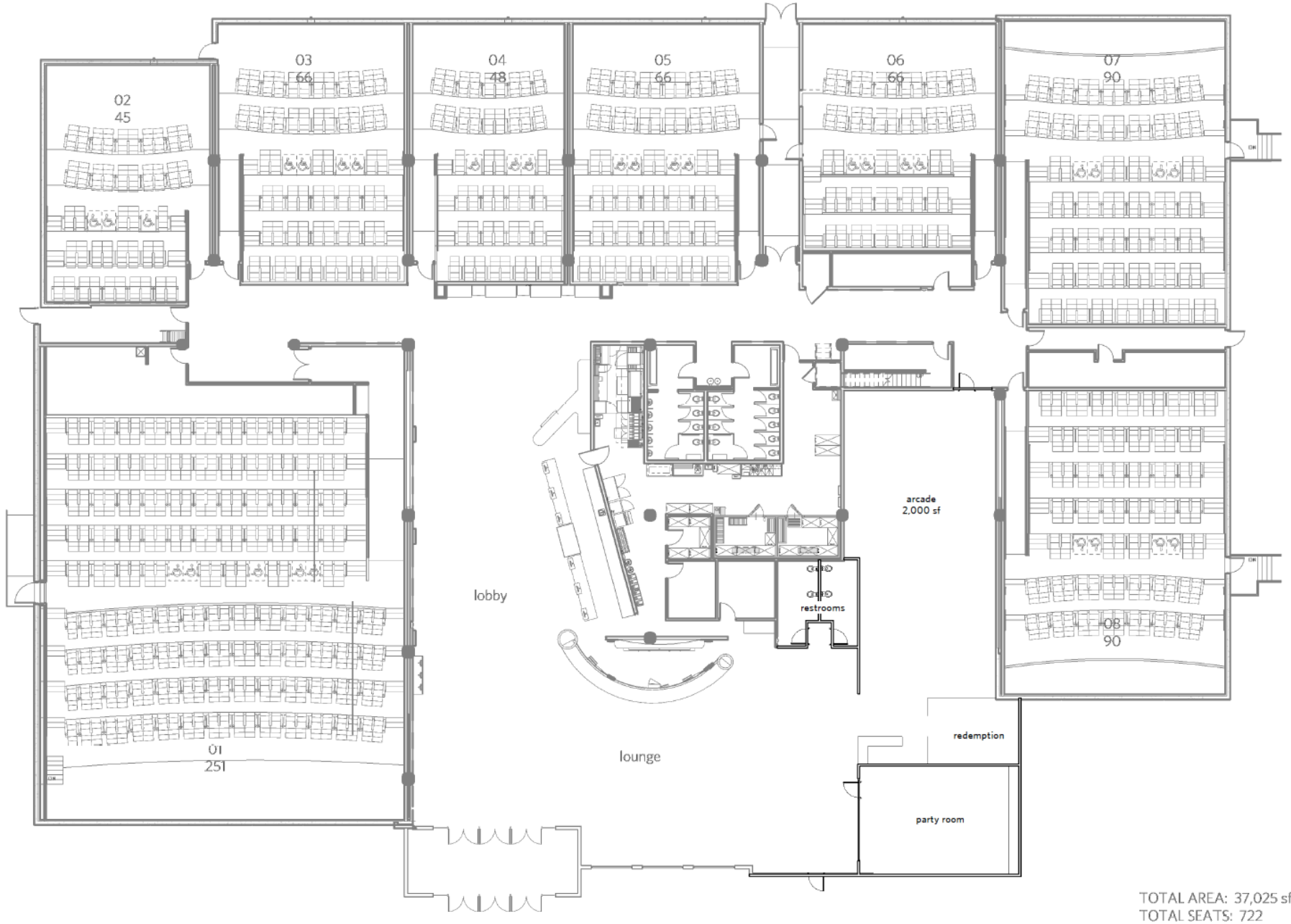
- Development Agreement and Easement (for parking lot / green space public use and access and operation/maintenance obligation) among CID, Woodsonia, and other parties as appropriate.
- Amendment to Development and Construction Management Services and License Agreement between CID and Woodsonia.
- Purchase and Sale Agreement between CID and Woodsonia.
- Formation of the City CID.

**Exhibits:**

Exhibit A: Site Plan / Interior Layout

Exhibit B: Entertainment Project Elevations


E. 32ND ST.
HAMMONS BLVD
PROPOSED BUILDING
37,025 SF
Site Data
Proposed Building Area 37,025 SF
Proposed Parking Stalls 335
Proposed Asphalt Pavement & Green Space 230,000 SF
5.28 Acre (230,000 SF) CID
Purchase Area Outlined in Blue
HORIZONTAL
SCALE IN FEET
SCALE: 1" = 40'




TOTAL AREA: 37,025 sf
TOTAL SEATS: 722

kwork /all rights reserved


WHEATFIELD 9
B&B THEATRE
B&B THEATRES
MARQUEE BAR
MX4D
dts X
B&B
GRAND
SCREEN

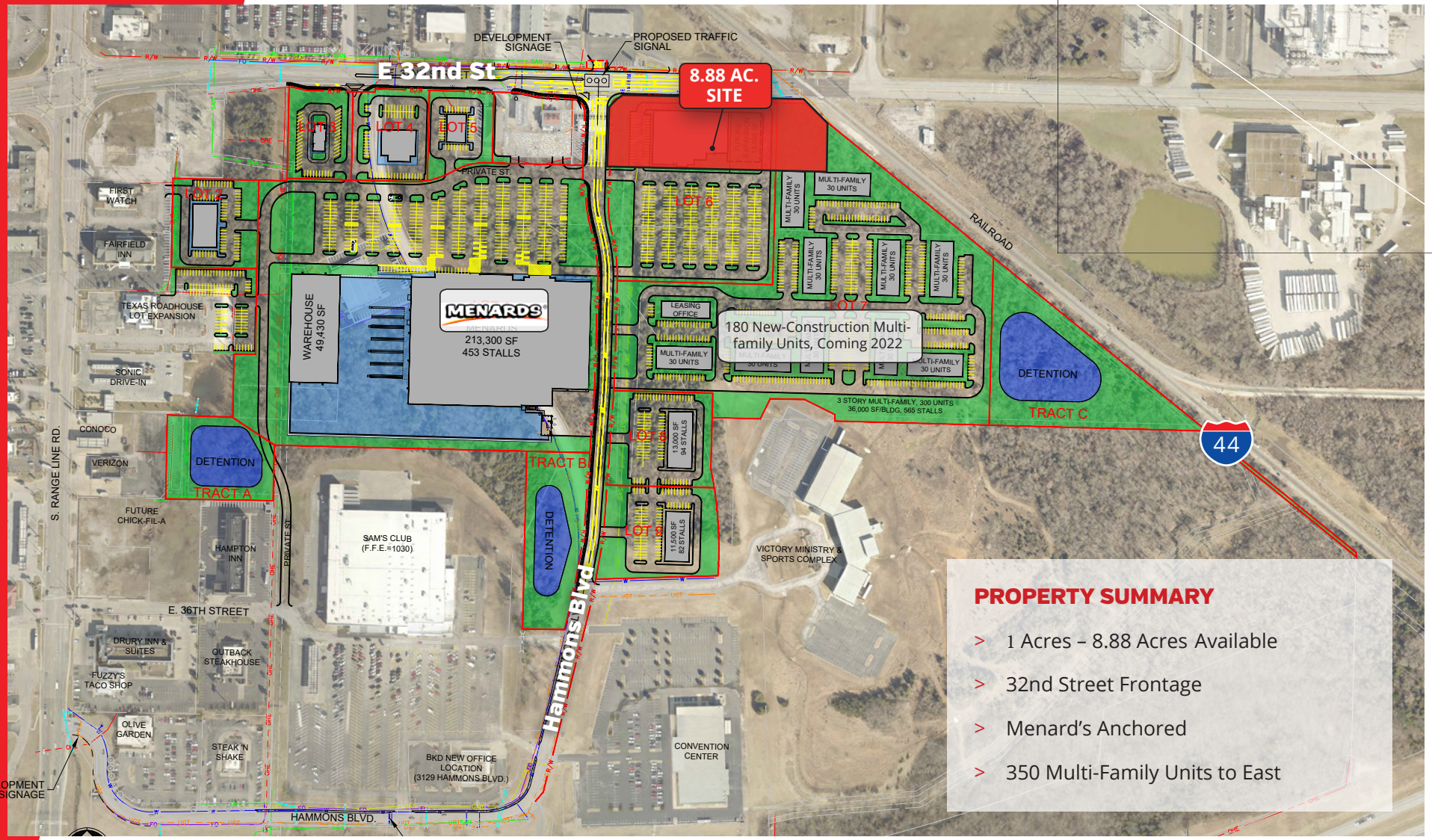

WHEATFIELD 9
MARQUEE BAR
B&B THEATRES
IMAX
dts
B&B
GRAND
SCREEN



For Sale

# Menards Anchored Pad Sites

32nd & Hammons Blvd | Joplin, MO 64804




## PROPERTY SUMMARY

- 1 Acres – 8.88 Acres Available
- 32nd Street Frontage
- Menard's Anchored
- 350 Multi-Family Units to East


**MITCH HOHLEN**
mitch@woodsonia.net M: (402) 326-1033

**DREW SNYDER**
drew@woodsonia.net M: (402) 669-1163

Woodsonia Real Estate Inc

For Sale

# Menards Anchored Pad Sites

32nd & Hammons Blvd | Joplin, MO 64804




| DEMOGRAPHICS | 1 Mile | 3 Miles | 5 Miles |
|---|---|---|---|
| Total Population | 3,600 | 34,000 | 63,000 |
| Number of Households | 1,600 | 14,500 | 26,000 |
| Average HH Income | $56,000 | $58,000 | $60,000 |
| Total Consumer Spending | $40M | $360M | $7.0B |


**MITCH HOHLEN**
mitch@woodsonia.net M: (402) 326-1033

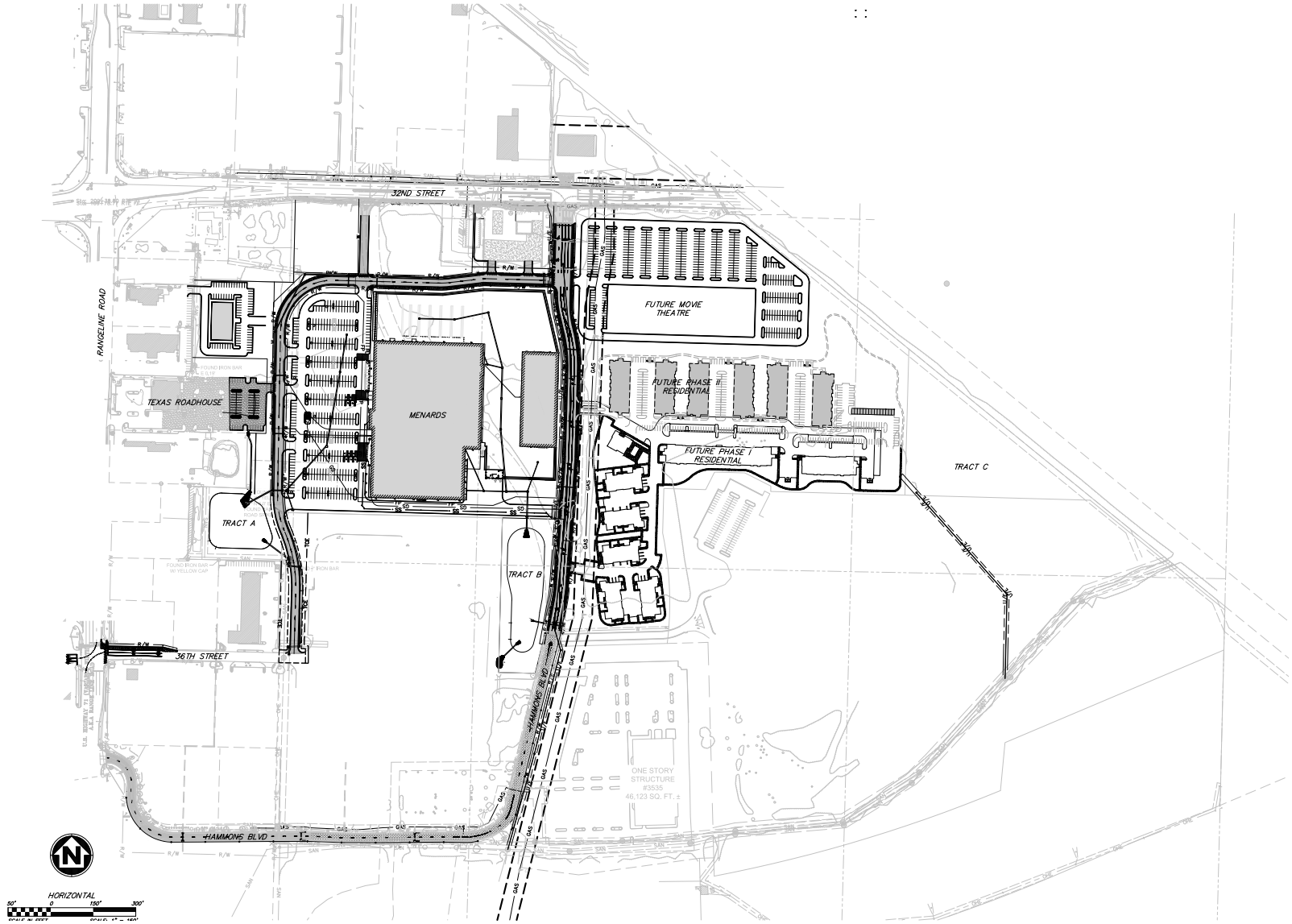
**DREW SNYDER**
drew@woodsonia.net M: (402) 669-1163

Woodsonia Real Estate Inc

*For Sale*

# Menards Anchored Pad Sites

32nd & Hammons Blvd | Joplin, MO 64804




**MITCH HOHLEN**
mitch@woodsonia.net M: (402) 326-1033

**DREW SNYDER**
drew@woodsonia.net M: (402) 669-1163

Woodsonia Real Estate Inc

**Priority Area:**
Address Declining Neighborhoods

**Goal/Objective:**
Revitalize housing options

**Strategy 1- Housing Revitalization Plan:**

Action Steps:

- Using a portion of the general fund reserve balance, create a new revitalization fund with an initial funding of $1.0m
- Incentivize the replacement of declining housing options at outlined by the following table:

| Market Value | | Assessed Value | | Amount of Incentive Available |
|---|---|---|---|---|
| $274,999 | $250,000 | $52,249 | $47,500 | $50,000 |
| $249,999 | $225,000 | $47,499 | $42,750 | $45,000 |
| $224,999 | $200,000 | $42,479 | $38,000 | $40,000 |
| $199,000 | $175,000 | $37,999 | $33,250 | $35,000 |
| $174,000 | $150,000 | $33,249 | $28,500 | $30,000 |

a. Key Program Details:
   i. Must replace an existing single-family home
   ii. Home design must complement existing neighborhood aesthetics
   iii. Incentive will be paid once the new home receives initial assessment by the County. The amount of incentive available will be determined by the assessed value. (Assessed Value is determined by the County Assessor)
   iv. Homes utilizing this incentive will be prohibited from becoming rental property for a ~~10-year~~ 3-year period.
   v. New home construction must be complete within a year (365 days) following an approved application.
   vi. The program will end once initial funds have been depleted or, after 3 years, whichever occurs first.
   vii. The City will start taking applications on April 1, 2023. First review will begin on June 1, 2023. Approval will be limited to 15 applications during the first round (April-June).
      1. City staff will approve applications using the attached scoring calculation
      2. Approval will be limited to 1 application per builder, per round unless the number of qualified applicants is not met.

- Vacant Lot Incentive:
   a. Key Program Details:
      ~~i. A $10,000 incentive is available for any home developed on a vacant lot.~~
      ~~ii. The new home must have an assessed value greater than $28,500.~~

iii. ~~Incentive will be paid once the new home receives initial assessment by the County.~~
iv. ~~New home construction must be complete within a year (365 days) following an approved application.~~
v. ~~Vacant lots within subdivisions that were platted after 2011 will not be eligible.~~
vi. ~~Vacant lots must be within Joplin city limits to be eligible.~~

Resources Required:

1. Program Manager: 0.5 FTE (To be combined with JHAP Manager)
2. Administrative Support: 0.5 FTE ($25,000 to be combined with JHAP Manager)
3. Funding for one-time start-up costs (vehicles, office furniture, phones, etc.). ($2,000)
4. Funding for the incentive: $1.0m (general fund balance) TBD.

Total Plan Cost:
Total Additional FTE: 1.0
One-Time Costs: $2,000
Staffing Annual Costs: $58,500
Program Annual Costs: $5,000

Desired Benefit/Outcome:

- Minimizes the long-term negative impact of underperforming real estate.
- Strengthens tax base to benefit local taxing jurisdictions.
- Improves housing supply
- Limits the amount of homes that could be controlled by predatory landlords.

# JOPLIN CITY COUNCIL
# FEBRUARY 6, 2023
# MEETING MINUTES

## CALL TO ORDER

The February 6, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

**INVOCATION** was read by City Clerk Holly Nagy.

**PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA** was led by Dr. Mark Farnham

## ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

## PRESENTATIONS

### Update from Proposition Action Implementation & Oversight Committee

Rob O'Brian presented.

### Recreation Division Reorganization Presentation

Paul Bloomberg, Parks & Recreation Director presented.

### Zora Street Update

Dan Johnson, Public Works Director presented.

## FINALIZATION OF CONSENT AGENDA

## REPORTS AND COMMUNICATIONS

News from the Public Information Office

If citizens are interested in getting outside with their pets, we encourage them to check out the City's Dog Park. Located at Joplin's Parr Hill Park in the area of 18th and Kansas Avenue, it is a fenced facility for dogs to go off-leash to run, play, socialize, and exercise.

Yearly registration is required to use the dog park. The fee is $10 for the first pup and $5 for an additional pup. Information, including necessary paperwork, rules, and more, can be found at joplinmo.org/843/Dog-Park-Information

After completing the registration, owners will receive information on how to access the park and begin meeting new dogs and their owners.

The City is pleased to report that the Leaf Pick Up program has been nearly completed. Crews are finishing up in the S2 section, which is the northwest area of Joplin. We want to thank everyone for their patience this year as we experienced several wet days from snow, rain, and a little ice – all of which delays the program.
If by chance, we missed you and there are still leaves at your curb, please just give the Public Works Center a call at 417-624-0820, ext. 1566 and they'll get you on the Call Back schedule.

Just a reminder – City Hall will be closed on Monday, February 20 for Presidents Day moving our next City Council meeting to Tuesday, February 21. The meeting will still start at 6 p.m. KGCS-TV, Missouri Southern State University's television station, will broadcast the City Council meeting live on February 21, and will offer a re-broadcast at 6 p.m. on Wednesday, February 22.

City offices will be closed on Monday, February 20th as well, including the Recycling Center and MAPS, our public transit program. The Trash service schedule does NOT change for the Presidents Day holiday.

For more information or questions about these announcements or other City items, please visit our website or our Facebook page. Thank you.

## CITIZEN REQUESTS AND PETITIONS

Mary Price spoke on fiscal responsibility & respond to Mr. Stinnett's response.

Kathy Martin spoke on asking about lighting in high crime areas and to share information from focus meeting and general data regarding homlessness.

Motion by Mr. Cortez, second by Mr. Copple to allow an additional minute of speaking time. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

Brian Evans spoke on Joplin City Government fiscal responsibility, and your primary duty to the taxpayers!

A 10-minute break was taken at 8:25 PM.

## PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR VEHICLE FOR LICENSE APPLICATION-MY TRANSPORTATION, LLC

Mayor Lawson opened the Public Hearing

Milton Dupard spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.
Motion by Mr. Cortez to approve the license application, second by Ms. Spencer. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-253
Mayor Lawson opened the Public Hearing.

Wayne Stevens spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-253
Mr. Copple introduced Council Bill No. 2023-253 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W 4th St. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-253 be tabled. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was tabled.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-254
Mayor Lawson opened the Public Hearing.

Travis Ledford spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-254
Mr. Cortez introduced Council Bill No. 2023-254 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-2 (Two-Family Residential) property as described below and located approximately at 1027 and 1029 S. Porter Ave. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2023-254 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was read as Council Bill No. 2023-254.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-255
Mayor Lawson opened the Public Hearing.

David Powell spoke in favor of this item.

Rob Elbert spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-255
Mr. DeTar introduced Council Bill No. 2023-255 - AN ORDINANCE providing to vacate approximately 161 feet of 25 feet-wide right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2023-255 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was read as Council Bill No. 2023-255.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-256
Mayor Lawson opened the Public Hearing.

David Powell spoke in favor of this item.

Rob Elbert spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-256
Mr. DeTar introduced Council Bill No. 2023-256 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-3 (Apartment House) property as described below and located approximately at 3504 W 24th St. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-255 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was read as Council Bill No. 2023-256.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-257
Mayor Lawson opened the Public Hearing.

John Bolte spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-257

Mr. DeTar introduced Council Bill No. 2023-257 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located West of S Twin Hills Dr. and South of W. Par Ln. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-257 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was read as Council Bill No. 2023-257.

**CONSENT AGENDA**

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

Minutes of the January 17, 2023, City Council Meeting

COUNCIL BILL NO. 2023-003 - AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Jasper County Commission allowing for the County to join with the City of Joplin on its Broadband Deployment Consultant Services (2022-RFP-10) with Alvarez & Marsal Infrastructure & Capital Projects, LLC. The Council Bill was declared adopted and entitled **Ordinance No. 2023-017.**

**RESOLUTIONS**

**ORDINANCES – EMERGENCY**

COUNCIL BILL NO. 2023-108

Mr. Copple introduced Council Bill No. 2023-108 - AN ORDINANCE authorizing the acceptance of a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of ninety-five thousand six hundred thirty-eight and 27/100 dollars ($95,638.27) for Engineering Design Services for the Snow Removal Equipment (SRE) storage portion of the Aircraft Rescue and Fire Fighting (ARFF) Building at the Joplin Regional Airport; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2023-108 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-018**.

COUNCIL BILL NO. 2023-503

Mr. Copple introduced Council Bill No. 2023-503 - AN ORDINANCE reaffirming the gross receipts tax to be imposed upon gas corporations conducting business within the City and matters relating thereto and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2023-503 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. The Council Bill was

declared adopted and entitled **Ordinance No. 2023-019.**

COUNCIL BILL NO. 2023-504

Mr. Cortez introduced Council Bill No. 2023-504 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2023-504 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. The Council Bill was declared adopted and entitled **Ordinance No. 2023-020.**

## ORDINANCES – FIRST READING

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-004

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-004

Mr. Shaw introduced Council Bill No. 2023-004 - AN ORDINANCE approving a plan for an industrial development project consisting of the acquisition, construction, and improvement of warehouse facilities; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $20,200,000 to finance the costs of the first phase of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds. Motion by Mr. Shaw, second by Ms. Spencer that Council Bill No. 2023-004 be tabled. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, Spencer, and Williams, 9. Nays: 0. The Bill was tabled.

COUNCIL BILL NO. 2023-258

Mr. Stinnett introduced Council Bill No. 2023-258 - AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane 2nd Addition located at property West of S Twin Hills Dr and South of W Par Ln, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2023-258 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, Spencer, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-258.

COUNCIL BILL NO. 2023-450

Mr. Copple introduced Council Bill No. 2023-450 - AN ORDINANCE authorizing the purchase of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, for the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing a contingency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2023-450 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: Spencer, 1. The Bill was read as Council Bill No. 2023-450.

## SECOND AND THIRD READING

COUNCIL BILL NO. 2022-601

Mr. Copple introduced Council Bill No. 2022-601 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, for the purpose of conducting a Tourism Venue Needs Assessment of the Joplin tourism market for the not to exceed price of One-Hundred and Eleven Thousand Six Hundred and Eight and 00/100 Dollars ($111,608.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Ms. Williams to pass Council Bill No. 2020-601 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, Spencer, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-021**.

## UNFINISHED BUSINESS

Mr. James Pierce addressed Council.

## NEW BUSINESS

CASE NO. 068-22- Site Plan Review-634 N. Main Street

Motion by Mr. Copple to approve Case No. 068-22, second by Mr. DeTar. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 9:42 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2023-254 – Zoning District Change

**MEETING DATE:**
February 6, 2023

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

**FUNDING SOURCE:**
These payments are included in the FY2023 budget of the Community Planning Fund.

**SUMMARY REQUEST:**
Case 002-23: Rezoning – 1027 & 1029 S. Porter Ave. - A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) to construct single family homes – Travis Ledford

**BACKGROUND:**
This request is consistent with the Comprehensive Plan. The property is shown as Moderate-Density Residential on the Future Land Use Map with exclusively single-family homes in the area. R-2 is an appropriate zoning in this context. To develop single-family homes R-2 is required to meet the lot size requirements.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Ms. Steele asked Mr. Ledford if he had already cleared the property. Mr. Ledford stated yes. Mr. Kimble stated he knew the history of the property dated back to warehouses and he asked Mr. Ledford if the soil had been tested. Mr. Bolander stated that is a requirement of Jasper County before issuing a building permit, but they will check with the County.

**PUBLIC COMMENT;**
There was no public comment in opposition or in favor.

**RECOMMENDATIONS**:
Staff recommends approval for Council Bill 2023-254
Planning & Zoning Commission recommends approval for Case 002-23 (5 in Favor, 0 Opposed, 2 Absent)

**ATTACHMENTS**

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

**Case 002-23: Rezoning**

1027 & 1029 S. Porter Ave.-A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) to construct single family homes-Travis Ledford.

Travis Ledford, 2811 Moffet Ave., Joplin, Missouri. Mr. Ledford stated he is requesting to build two residential homes.

Ms. Steele asked Mr. Ledford if he had already cleared the property.

Mr. Ledford stated yes.

Mr. Kimble stated he knew the history of the property dated back to warehouses and he asked Mr. Ledford if the soil had been tested.

Mr. Bolander stated that is a requirement of Jasper County before issuing a building permit, but they will check with the County.

Mr. Kimble asked if there were any questions from the Commission on Case 002-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 002-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 002-23.

There were none.

**MR. JACKSON MOVED THAT CASE 002-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)**

Z&P Meeting: January 9, 2023
City Council Meeting: February 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
# Rezoning

**CASE 002-23** A request to rezone from M-2 (Heavy Industrial) to R-2 (Two-Family Residential).

**LOCATION** 1027 & 1029 S Porter Ave

**APPLICANT** Travis Ledford

---

## EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| M-2 | Vacant | Approximately 0.4 Acres |

## SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | M-2 | M-2 | M-2 | M-2 |
| **Land Use** | Industrial | Single-Family Homes | Single-Family Homes | Vacant |

## FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Industrial.

## TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| Porter | Local | 60′ |
| 11th | Local | 60′ |

## UTILITIES

The property is within one hundred feet of an existing sewer line.

**FLOOD PLAIN**

This property is not in the flood plain.

**STAFF ANALYSIS**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

This request is consistent with the Comprehensive Plan. The property is shown as Moderate-Density Residential on the Future Land Use Map with exclusively single-family homes in the area. R-2 is an appropriate zoning in this context.

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

To develop single-family homes R-2 is required to meet the lot size requirements.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The change in zoning will not be detrimental to nearby property. Properties in the area are single-family residential homes.

**DISCUSSION**

This request to rezone to R-2 is consistent with the existing neighborhood.

**Staff recommends approval of Case 002-23.**

**ENCLOSURES**

- Map of property
- Application

# Rezoning Application

**Return Form to:**
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

**Office Use Only**
Case No.: 002-23
Filing Fee: $550.00
Received: 12-12-22
Date Advertised:
Proj. No.: 23-033
Public Hearing Date: Jan 3, 2023

Applicant: Travis Ledford Phone No.: (417) 437-3733
Address: 1029 & 1027 Porter Ave. Email: travisledford95@gmail.com
Owner: Travis Ledford Phone No.: (417) 437-3733
Address: 2811 moffet ave Email: travisledford95egmail.com
Location of Property: 1029 & 1027 Porter Ave
Present Use of Property: Vacant
Proposed Use of Property: 2 residential homes
Current Zoning: M-2 Requested Zoning: R-2

**Surrounding Land Use and Zoning:**

| | Land Use | Zoning |
|---|---|---|
| North | Storage | M-2 |
| South | Single home Residential | R-1 |
| East | Single home Residential | R-1 |
| West | Vacant | |

Character of the Neighborhood:

**Relationship to Existing Zoning Pattern:**

| Yes | No | |
|---|---|---|
| ☐ | ☒ | Would proposed change create a small, isolated district unrelated to surrounding districts? |
| ☒ | ☐ | Are there substantial reasons why the property cannot be used in accord with existing zoning? |

If yes, explain: I cannot Build homes on existing zoning

**Conformance with Comprehensive Plan:**

| Yes | No | |
|---|---|---|
| ☒ | ☐ | Consistent with Development Policies? |
| ☒ | ☐ | Consistent with Future Land Use Map? |

**Traffic Conditions:**

| Yes | No | |
|---|---|---|
| ☐ | ☒ | Will turning movements caused by the proposed use create an undue traffic hazard? |

Street(s) with Access to Property: Porter & 11th st,

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: _____

**Subdivision Platting:**

| Yes | No | |
|---|---|---|
| ☐ | ☒ | Is platting required? |
| ☒ | ☐ | Are lots appropriately sized? |
| ☒ | ☐ | Is street right-of-way appropriately sized? |

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

**Unique Characteristic of Property and/or Additional Comment:**

_____

_____

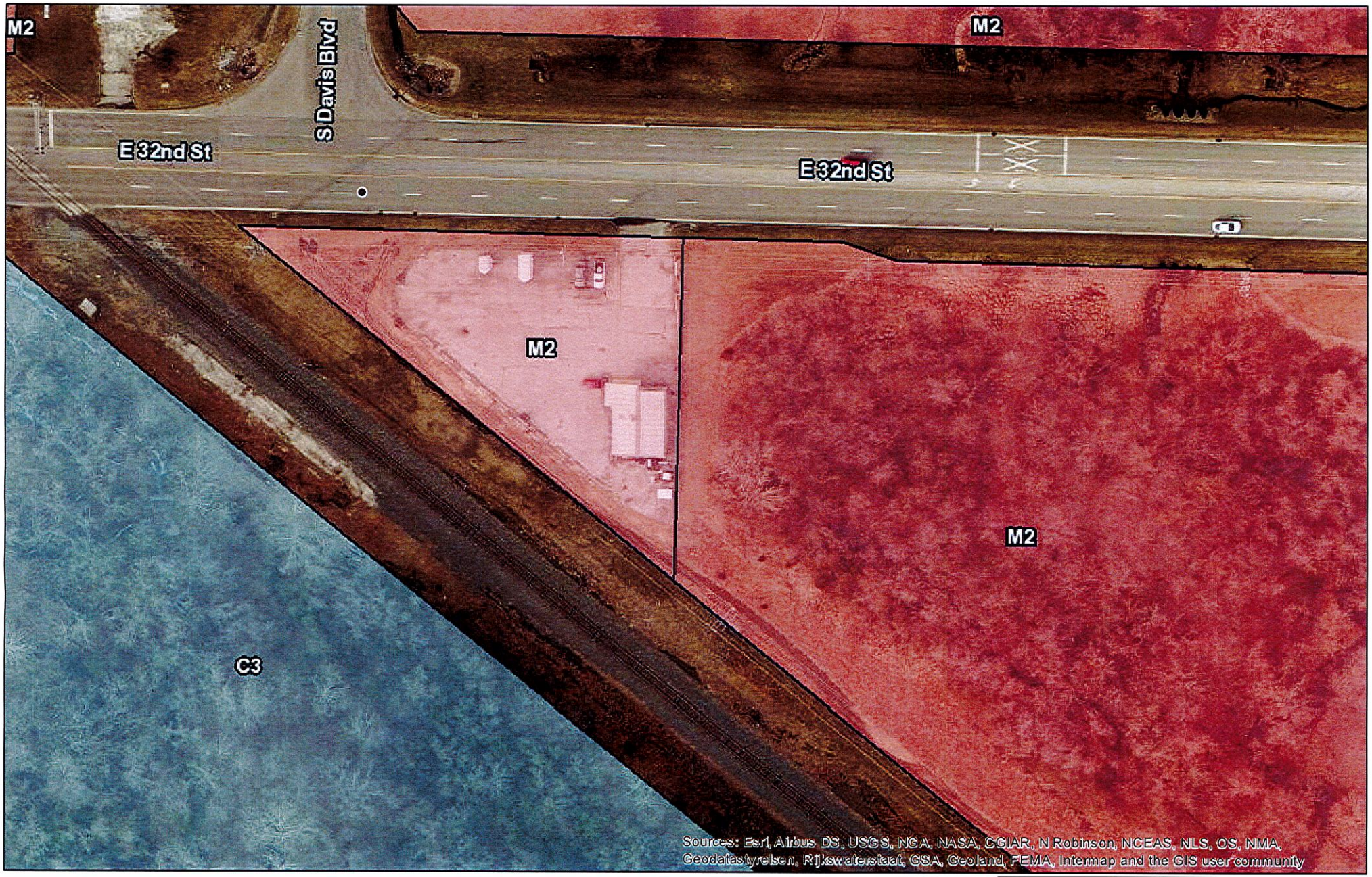
_____

**Submission of Documents:** The following documents are **required** at time of submission.

| Yes | No | |
|---|---|---|
| ☒ | ☐ | Completed and signed application. |
| ☒ | ☐ | One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible. |
| ☐ | ☐ | 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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin. |
| ☒ | ☐ | Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned. |

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

**Signature:** Brad Lunsford **Date:** 12-12-22




Date: 12/12/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

**Zoning**

| | | | | | | |
|---|---|---|---|---|---|---|
| C1 | C2 | C3PD | M1 | M2PD | R2 | R3PD |
| C1PD | C2PD | CO | M1PD | R1 | R2PD | R4 |
| | C3 | COPD | M2 | R1PD | R3 | R4PD |

DISCLAIMER

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

CORNER
)NCRETE
:NCE POST

CORNER
ONCRETE
ENCE POST

RON PIN
LOT 361

60.00'

60'

N BLUE INK

## DESCRIPTION

ALL OF LOTS NUMBERED THREE HUNDRED SEVENTY-FIVE (375) AND THREE HUNDRED SEVENTY-SIX (376) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS.

## BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

## CLASS OF PROPERTY

URBAN

## TYPE OF SURVEY

RESURVEY

## SOURCE DOCUMENTS

BOOK 2617 PAGE 171

## NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

**THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.**

**CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2022**

STATE OF MISSOURI
BRIAN A. ATNIP
NUMBER
PLS-2008000859
11/23/22
PROFESSIONAL LAND SURVEYOR


MJ SURVEYING, LLC.
www.MJSurveyingLLC.com
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804


| | | |
|---|---|---|
| DRAWN AMM | DATE 11/23/2022 | LEDFORD CONSTR. LOTS 375 & 376 IN CARTER'S 1ST SUB. TO THE CITY OF JOPLIN, JASPER CO, MISSOURI |
| APPROVED BAA | DATE 11/23/2022 | |
| SCALE 1"=30' | SHEET B/R | PROJECT # 22516 |

# Case 002-23 - Rezoning




Rezoning - A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) located at 1027 & 1029 S Porter Ave to construct single family homes – Travis Ledford

0 40 80 160 240 320 Feet

P & Z Case 002-23
Travis Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-2 (Two-Family Residential) property as described below and located approximately at 1027 and 1029 S. Porter Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District R-2 (Two-Family Residential).

ALL OF LOTS NUMBERED THREE HUNDRED SEVENTY-FIVE (375) AND THREE HUNDRED SEVENTY-SIX (376) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2023-255 – Street Vacation

**MEETING DATE:**
February 6, 2023

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

**FUNDING SOURCE:**
These payments are included in the FY2023 budget of the Community Planning Fund.

**SUMMARY REQUEST:**
Case 003-23: Street Vacation – Approximately 161 feet of 24th St. East of S. Golf Link Rd, approximately 161 feet of 23rd St. East of S. Golf Link Rd., and approximately 825 feet of S. Golf Link Rd. South of W. 22nd St. – A request to vacate three streets – City of Joplin

**BACKGROUND:**
As part of the sale of vacant lots owned by the City of Joplin, the developer is requesting that three streets be vacated for future development. Spire Gas, and Sanitary Sewer has utility interests in the right-of-way. The vacation is for the public right-of-way only, not utilities.

**PLANNING & ZONING COMMISSION TESTIMONY:**
David Powell, 3805 W. 26th, Joplin, Missouri. Mr. Powell stated he had already purchased all the residential properties affected by the vacation of these properties and cleared these properties as well.

**PUBLIC COMMENT;**
There was no public comment in opposition or in favor.

**RECOMMENDATIONS**:
Staff recommends approval for Council Bill 2023-255
Planning & Zoning Commission recommends approval for Case 003-23 (5 in Favor, 0 Opposed, 2 Absent)

**ATTACHMENTS**

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

**Case 003-23: Request to Vacate**

Approximately 161 feet of 24th St. East of S. Golf Link Rd., approximately 161 feet of 23rd St. East of S. Golf Link Rd., and approximately 825 feet of S. Golf Link Rd. South of W. 22nd St.-A request to vacate three streets-City of Joplin.

Mr. Tyler Bellairs stated the City is requesting a street vacation and sell the property to Mr. David Powell. The sale would not include utility easements. The utility easements maintain rights to this property.

Mr. Kimble asked if there were any questions from the Commission on Case 003-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 003-23.

David Powell, 3805 W. 26th, Joplin, Missouri. Mr. Powell stated he had already purchased all the residential properties affected by the vacation of these properties and cleared these properties as well.

Mr. Kimble asked if anyone else wished to speak in favor of Case 003-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 003-23.

There were none.

**MS. STEELE MOVED THAT CASE 003-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)**

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Vacation

**CASE 003-23** A request to vacate 3 streets

**APPLICANT** City of Joplin

**REPRESENTATIVE** City of Joplin

**LOCATION** Approximately 161 feet of 24th St East of S Golf Link Rd, Approximately 161 feet of 23rd St East of S Golf Link Rd, and Approximately 825 feet of S Golf Link Rd South of W 22nd St

### EXISTING CONDITIONS

| Easement Type(s) | Easement Size |
|---|---|
| 24th St | Approximately 161’ |
| 23rd St | Approximately 161’ |
| S Golf Link Rd | Approximately 825’ |

### REASON FOR VACATION

As part of the sale of vacant lots owned by the City of Joplin, the developer is requesting that three streets be vacated for future development.

### UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Spire Gas, and Sanitary Sewer has utility interests in the right-of-way. The vacation is for the public right-of-way only, not utilities.

### UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

Sanitary Sewer has planned interest.

### DISCUSSION

This vacation is sought to develop the empty lots. Any proposed building would not be permitted to be built on the vacated streets. While streets would be vacated, utility easements will remain.

**Staff recommends approval of Case 003-23.**

**ENCLOSURES**

- Application
- Map

# Vacation of Streets or Easements Application

**Return Form to:**
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

**Office Use Only**
Case No.. 003-23
Filing Fee: $550.00
Received: 10/14/22
Date Advertised:
Proj. No.:
Public Hearing Date: 1/9/23

Applicant: City of Joplin Phone No.: 417-624-0820
Address: 602 S Main St Email: TBolander@joplinmo.org
Owner: City of Joplin Phone No.: same as
Address: 602 S Main St Email: same as
Location of Street or Easement: Golf Links Rd from Lot 15 North to the Railroad Tracks, 24th St from Golf Links Rd E one lot, 23rd St from Golf Links Rd East 2
Type of Vacation: (Street) Easement Alley Plat

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

| Yes | No | |
|---|---|---|
| ☒ | ☐ | Private rights will not be injured or endangered by the vacation. |
| ☒ | ☐ | The vacation will not cause the public to suffer a loss or inconvenience. |
| ☒ | ☐ | In justice to the applicant(s) the vacation should be granted. |

**Submission of Documents:** The following documents are **required** at time of submission.

| Yes | No | |
|---|---|---|
| ☒ | ☐ | Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible. |
| ☐ | ☐ | Survey or such other drawing acceptable to the Director of Planning, |

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

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

☐ ☐ Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

| Utility | Contact | Email | Phone |
|---|---|---|---|
| **AT&T** | Jon Fisk | jf4583@att.com | 417-529-0840 |
| **MoAm Water*** | Derec Bass | derec.bass@amwater.com | |
| **MoAm Water*** | Trenton Mccarty | trenton.mccarty@amwater.com | |
| **MoAm Water*** | Bob Kirby | bob.kirby@amwater.com | |
| **Liberty Utilities (Power)** | Jeff Lebeda | jeff.lebeda@libertyutilities.com | 417-625-6159 |
| **Republic Services (Trash)** | | | (800) 431-1507 |
| **Cable One/Sparklight** | Keri Bledsoe | keri.bledsoe@sparklight.biz | |
| **Spire Energy (Gas)**** | Ken Stegall | ken.stegall@spireenergy.com | |
| **Spire Energy (Gas)**** | Mandy Butkovich | mandy.butkovich@spireenergy.com | 816-472-3767 |
| **City Sanitary Sewer** | Chris Parker | cparker@joplinmo.org | 417-624-0820 x1584 |
| **City Stormwater** | Steven Martinez | smartine@joplinmo.org | 417-624-0820 x1531 |

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

**Signature:** _____ **Date:** 2/14/22

# Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number:_____
Applicant:_____
Phone:_____
Email:_____

*Be it known that* _____, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

*Located at:* _____

*For the following purpose:* _____

**For Utility Use:**

1. Our utility has facilities or interest within this right-of-way:
   □ Yes (proceed to #2) ☒ No (form complete)

2. Our utility:
   □ has no objection
   □ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

Landon Dobbs — Authorized Representative

12-15-2022 — Date

Liberty Connect/ Liberty Fiber - EDI
Name of Utility

# Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 074-22
Applicant: City of Joplin
Phone: _____
Email: _____

*Be it known that* _____, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

*Located at:* _____

*For the following purpose:* _____

**For Utility Use:**

1. Our utility has facilities or interest within this right-of-way:
   ☑ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   _____

   ☑ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☑ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☑ Other: Reserve for future city easements for the location and maintenance of sanitary sewer rights and storm sewer rights of way in, on, or across any vacated portion of the referenced r.o.w.

Please return this form within **21 days** to the applicant listed above.

Chris Parker, Civil Engineer 2 — 12/21/22
Authorized Representative — Date

City of Joplin Sanitary Sewers
Name of Utility




Date: 12/14/2022

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

**Railroad**

- Railroad
- Joplin City Limits

Addresses

- Jasper Parcels
- Newton Parcels

Joplin Streets

- Red: Band_1
- Green: Band_2
- Blue: Band_3

DISCLAIMER

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

# Case 003-23 - Street Vacation




Street Vacation – A request to vacate three streets, Approximately 161 feet of 24th St East of S Golf Link Rd, Approximately 161 feet of 23rd St East of S Golf Link Rd, and Approximately 825 feet of S Golf Link Rd South of W 22nd St – City of Joplin

0 70 140 280 420 560 Feet

P & Z Case 003-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-255 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 161 feet of 25 feet-wide right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri.

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

Section 1. To vacate approximately 161 feet of 25 feet-wide right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri described as follows:

> TRACT 1: All that part of the 25' public right-of-way now known as S Golf Link Road from the southwesterly prolongation of the north line of Lot 1 to the westerly prolongation of the south line of Lot 15, all lying in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. TRACT 2: All that part of W 23rd ST from the east line of the 25' public right-of-way now known as S Golf Link Road, thence east 136 feet to the prolongation of the east line of Lots 4 and 5 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. TRACT 3: All that part of W 24th ST from the east line of the 25' public right-of-way now known as S Golf Link Road, thence east 136 feet to the prolongation of the east line of Lots 12 and 13 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate easements of public utility companies now having installations in the portion of the street easements 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 easement 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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2023-256 – Rezoning

**MEETING DATE:**
February 6, 2023

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

**FUNDING SOURCE:**
These payments are included in the FY2023 budget of the Community Planning Fund.

**SUMMARY REQUEST:**
Case 004-23: Street Vacation – 3504 W. 24th St. – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Apartment House) for future town house development – City of Joplin

**BACKGROUND:**
This request is consistent with the Comprehensive Plan. The property is shown as Low-Density Residential on the Future Land Use Map. The developer has expressed interest to develop luxury town homes across from the golf course. Given the presence of the golf course, this is a compatible use.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. McCullough inquired if the playground was to be moved. Mr. Stillman, a minister of the Iron Gates Church, stated they had worked out an agreement to leave the playground. Mr. Powell stated that this will be a good retirement community for people looking to move away from more expensive areas.

**PUBLIC COMMENT;**
Mr. Stillman spoke in favor, hoping it would bring some of the residents to their church. Mr. Zumwalt, who lives at 2404 Highland Ave., was concerned about the traffic increase and the overall safety of the neighborhood. Mr. Kimble asked about traffic and Mr. Bolander replied that the vacation of S Golf Link Rd would actually limit traffic as it would just be a drive to Mr. Powell's development.

**RECOMMENDATIONS**:
Staff recommends approval for Council Bill 2023-256
Planning & Zoning Commission recommends approval for Case 004-23 (5 in Favor, 0 Opposed, 2 Absent)

**ATTACHMENTS**
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

**Case 004-23: Rezoning**

3504 W. 24th St.-A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Apartment House) for future town house development-City of Joplin.

Mr. Bellairs, City of Joplin, the request to rezone for R-1 to R-3 to build market rate town homes on the property. He stated that in order to construct these homes and comply with zoning the property will need to be rezoned to R-3.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

Mr. McCullough asked if the development of the property will affect the playground at all.

Mr. Bolander stated actually no. They have agreed to keep the playground open for the residents of the Iron Gates Community. Some of the equipment may be moved but the park will remain.

Mr. Kimble asked what kind of access would be available for the residents of Iron Gates pertaining to where the park will end up on the property.

Mr. Bolander stated basically the same right of ways that are used right now. He stated we are just vacating everything up near the Country Club. But they will still be able to provide access from the streets that are not being vacated.

Mr. McCullough asked if the playground is maintained by the City or the church.

Mr. Bolander stated the new property owner will maintain the park. He stated that was part of the agreement.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 004-23.

Mr. Charles Stillman, 1524 S. Minnesota Ave., Joplin, Missouri. Mr. Stillman stated he is the minister of the Iron Gates Christian Church. He stated they worked out an agreement with Mr. Powell to leave the playground there. He stated that from their

prospective they are hoping that if the project is built that some of the people will elect to cross the street to come to their church. He stated there is only seventeen members and they are all in their eighties, so they desperately need more people. He stated they are in favor of anything that is going to bring in more people to this area.

Mr. David Powell, 3805 W. 26th St., Joplin, Missouri. Mr. Powell stated what first gave him the idea to do this was some casual discussion with some in City government who stated there is an unexpected demand for retirement age people who want to move into a luxury level condominium where there is no maintenance. So, that is what got the wheels turning. So, we polled lots of people who are 100% in favor of this. He stated they think there is a strong demand for people not only in Joplin who want to downsize but other people who are moving here from California and other places who are looking for a retirement destination. He stated that is the idea behind the project. He stated they were calling them luxury condominiums. Most of them are one story but there has been some interest expressed in two story so there may be up to four units that are two story and twelve one story.

Ms. Steele asked how many square feet in each of the units.

Mr. Powell stated 1200-1700 square feet.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 004-23.

Jason Zumwalt, 2404 W. Highland Ave., Joplin stated he came to present a Petition of Protest mainly just for the safety aspect of the neighborhood. He stated Iron Gates is a very small streeted neighborhood specifically speaking on Golf Links Rd. He stated this weekend alone he witnessed cars trying to diverse north to south on Golf Link Rd. getting stuck behind someone walking. He stated that if this approved, they should definitely ensure this is a wide enough area to accommodate a plethora of new traffic. He stated that as a resident living on the corners of 24th and Highland he is concerned about the closure of the last little bit of his property will either turn into an entrance which will definitely pump a ton of volume of traffic through there. But mostly he would like to ensure that school age children can still get on the bus and get back and

forth to that park especially if Golf Link Rd is closed. He has noticed that most of the traffic that does go through the park at this time does use Golf Link not West Highland. He stated it is available, it is accessible, but it is a pretty run-down street. He stated there would definitely need to have concession from the Builder.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

There were none.

Mr. Kimble stated he had a question for the City on Case 004-23. Mr. Kimble asked with the expected increased traffic out there does the City expect to do anything with the road width.

Mr. Bolander stated they thought the vacation of Golf Link Rd. was actually a good thing because it limits traffic at least to that area along there. Mr. Bolander stated you are correct it is insufficient width. He stated it is typically up to the developer to put in new streets or improve streets if they need widened. He stated they did not think in this case they needed it since Golf Link Rd. is going to be vacated. Mr. Powell is going to own it and maintain it. Basically, it will just be a drive into his development.

Mr. Kimble asked if there were any other questions on Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 004-23.

There were none.

**MR. ROSENBERG MOVED THAT CASE 004-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)**

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Rezoning

**CASE 004-23** A request to rezone from R-1 (Single Family Residential) to R-3 (Apartment House).

**LOCATION** 3504 W 24th St

**APPLICANT** City of Joplin

---

### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 | Vacant/Single-Family Homes | Approximately 3.4 Acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1 | R-1 | R-1 | R-1 |
| Land Use | Single-Family Homes | Single-Family Homes/Vacant | Single-Family Homes | Golf Course |

### FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-Density Residential.

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| S Golf Link Rd | Local | 25' |
| W 24th St | Local | 50' |
| W 23rd St | Local | 50' |

**UTILITIES**

The property is within one hundred feet of an existing sewer line.

**FLOOD PLAIN**

This property is not in the flood plain.

**STAFF ANALYSIS**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

This request is consistent with the Comprehensive Plan. The property is shown as Low-Density Residential on the Future Land Use Map.

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

The developer has expressed interest to develop luxury town homes across from the golf course. Given the presence of the golf course, this is a compatible use.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The change in zoning will not be detrimental to nearby property.

**DISCUSSION**

This request to rezone to R-3 is consistent with the existing neighborhood.

**Staff recommends approval of Case 004-23.**

**ENCLOSURES**

- Map of property
- Application

# Rezoning Application

**Return Form to:**
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

**Office Use Only**
Case No.: 004-23
Filing Fee: $550.00
Received: 12/14/22
Date Advertised:
Proj. No.: 23-038
Public Hearing Date: 1/4/23

Applicant: City of Joplin Phone No.: (417) 624-0820
Address: 602 S. Main St Email: TBolander@joplinmo.org
Owner: City of Joplin (lots 48-52 & 1-8) Powell Development (lots 9-15) Phone No.: (417) 624-0820
Address: 602 S. Main St Email: TBolander@joplinmo.org
Location of Property: Iron Gates Community - Lots 1-15 & 48-52
Present Use of Property: Vacant
Proposed Use of Property: Town Houses
Current Zoning: R-1 Requested Zoning: R-3

**Surrounding Land Use and Zoning:**

| | Land Use | Zoning |
|---|---|---|
| North | Railroad ROW/Trailer Home | R-1 |
| South | Single Family Homes | R-1 |
| East | Single Family Homes | R-1 |
| West | Vacant | R-1 |

Character of the Neighborhood: Partially developed Residential (Low to Moderate Density)

**Relationship to Existing Zoning Pattern:**

| Yes | No | |
|---|---|---|
| ☐ | ☒ | Would proposed change create a small, isolated district unrelated to surrounding districts? |
| ☒ | ☐ | Are there substantial reasons why the property cannot be used in accord with existing zoning? |

If yes, explain: The development code is too restrictive for the proposed residential development

**Conformance with Comprehensive Plan:**

| Yes | No | |
|---|---|---|
| ☒ | ☐ | Consistent with Development Policies? |
| ☒ | ☐ | Consistent with Future Land Use Map? |

**Traffic Conditions:**

| Yes | No | |
|---|---|---|
| ☐ | ☒ | Will turning movements caused by the proposed use create an undue traffic hazard? |

Street(s) with Access to Property: W. 24th St, W. 23rd St, & S Golf Link Rd

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 50 ft, 50 ft, & 25 ft

**Subdivision Platting:**

| Yes | No | |
|---|---|---|
| ☐ | ☒ | Is platting required? |
| ☒ | ☐ | Are lots appropriately sized? |
| ☒ | ☐ | Is street right-of-way appropriately sized? |

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

**Unique Characteristic of Property and/or Additional Comment:**

_____

_____

_____

**Submission of Documents:** The following documents are **required** at time of submission.

| Yes | No | |
|---|---|---|
| ☒ | ☐ | Completed and signed application. |
| ☒ | ☐ | One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible. |
| ☒ | ☐ | 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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin. |
| ☒ | ☐ | Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned. |

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

**Signature:** Tyler Bellamy **Date:** 12/14/22

*Recorded in Jasper County, Missouri*
Recording Date/Time: **11/08/2021** at **02:41:34 PM**
Book: **2617** Page: **125**
Instr #: **2021020536**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

***Electronically Recorded***

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

**Charlotte Pickering**
**Recorder of Deeds**

---

# General Warranty Deed (Individual)

***This Deed,*** made and entered into on November 8, 2021, by and between **Grantor(s):** David B. Doyle, a single person and **Grantee(s):** Powell Land Development, LLC. **Mailing Address of the Grantee(s):** 3805 W 26th, Joplin, Missouri 64804

***Witnesseth,*** that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF LOTS NUMBERED NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12) IN D. O. WITMER'S SUB-DIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

FATCO

# General Warranty Deed (Individual)

***This Deed,*** made and entered into on November 8, 2021, by and between **Grantor(s):** David B. Doyle, a single person and **Grantee(s):** Powell Land Development, LLC. **Mailing Address of the Grantee(s):** 3805 W 26th, Joplin, Missouri 64804

***Witnesseth,*** that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF LOTS NUMBERED NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12) IN D. O. WITMER'S SUB-DIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

FATCO

***In Witness Whereof,*** the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

David B. Doyle

STATE OF Missouri }
} ss.
County of Jasper }

On November 8, 2021, before me personally appeared David B. Doyle, a single person to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

***In Testimony Whereof,*** I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: 8/15/2022

CAROLYN A. COMER
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 14394502
My Commission Expires Aug 15, 2022

**READ & APPROVED**

_____

_____

**Dated**_____

## General Warranty Deed (Individual)

***This Deed,*** made and entered into on January 31, 2022, by and between **Grantor(s):** Sharon Vehrlene Crosswhite (Transfer on Death Beneficiary Deed recorded in Book 2410 at Page 260, showing Troy A. Crosswhite as Grantee/Beneficiary) and **Grantee(s):** Powell Land Development LLC. **Mailing Address of the Grantee(s):** _____, _____

***Witnesseth,*** that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

**Grantor herein states the date of death for Roger A. Crosswhite was _____, and that his marriage to Sharon Vehrlene Crosswhite, a/k/a Sharon V. Crosswhite was subsisting and undissolved at the time of his death.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

**To Have and To Hold** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2022 and thereafter, and special taxes becoming a lien after the date of this deed.

# *First American Title Insurance Company*

*2820 Arizona Avenue, Joplin, MO 64804*
*(417)623-1553 - Fax (877)641-1967*

**ERRORS AND OMISSION STATEMENT**

File No. 1605898
Property Address: 3504 W 24th St
Legal Description:

**ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.**

In connection with the Closing of the transaction on the above referenced property, it is hereby agreed and understood by the undersigned that **IF ANY ERRORS HAVE BEEN MADE IN THE COMPUTATION OF THE SETTLEMENT STATEMENT, IN MATHEMATICS OR BY REASON OF OMISSION, SAID ERRORS WILL BE CORRECTED AND ADJUSTED BY THE BUYER(S)/BORROWER(S) AND/OR SELLER(S) AS SOON AS THEY ARE DISCOVERED.**

**Buyer(s)/Borrower(s):**

Powell Land Development LLC

By:_____
Name: David A. Powell, Manager

**Seller(s):**

_____
Troy A. Crosswhite

**COUNCIL BILL NO. 95-256** **ORDINANCE NO. 95-**183

AN ORDINANCE accepting the conveyance of certain land from the Village of Iron Gates, Missouri; and containing an emergency clause.

WHEREAS, the Village of Iron Gates and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective November 30, 1995, at midnight; and,

WHEREAS, the Village of Iron Gates has conveyed certain real property to the new consolidated City of Joplin, Missouri, to be effective November 30, 1995, at midnight.

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

Section 1. That the City accept the conveyance of certain land from the Village of Iron Gates, Missouri, to the consolidated City of Joplin, Missouri, said land lying, being and situate in the County of Jasper, State of Missouri, being described as follows, to-wit:

"Tract 1: Lots Forty-Eight (48) to Fifty-Two (52) inclusive in D.O. Witmer's Subdivision to Iron Gates. This deed made with the restriction that said property be used only as a public playground for the children of Iron Gates Village. It is provided that in the event that said property is used for any other purpose, the property shall revert back to the grantor, Iron Gates Christian Church Corporation.

Tract 2: All of Lots Numbered One (1), Two (2), Three (3), and Four (4), lying South of the Burlington Northern Railroad right-of-way in D.O. Witmer's Subdivision of Lots 1-55 inclusive, except Lots 16 and 30 in Highland Park Addition, in the Village of Iron Gates, Jasper County, Missouri, according to the recorded Plat thereof. Subject to Easements and Reservations of Record, if any."

Section 2. That this Ordinance dealing generally with public property, 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

FORM NO. 16—CLASS E DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

# Quit-Claim Deed

**This Indenture,** *Made on the* 17th *day of* June *A. D., One Thousand Nine Hundred and* Sixty-four *by and between*

Hugh R. Watson and Mae Watson, husband and wife

*of the County of* Jasper *, State of* Missouri *part* ies *of the first part, and*

Village of Iron Gates, Incorporated, Joplin, Missouri

*of the County of* Jasper *, State of* Missouri *part* y *of the second part,*

*WITNESSETH, that the said part* ies *of the first part, in consideration of the sum of*

Three-hundred sixty dollars and fifty cents *DOLLARS,*

*to* them *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part* y *of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Jasper *and State of* Missouri *, to-wit:* All of Lots numbered Five (5), Six (6), Seven (7) and Eitht (8) in D. O. Witmer's Sub-Division of Highland Park in Section 17, Township 27, Range 33, in Jasper County, Missouri.

This property to be used as a public playground for the children of Village of Iron Gates, Inc..

*TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto* its *heirs and assigns forever; so that neither the said parties of the first part nor* their *heirs nor any other person or persons, for* them *or in* their *name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.*

*IN WITNESS WHEREOF, the said part* ies *of the first part have hereunto set* their *hand* s *and seal* s *the day and year above written.*

Hugh R. Watson (Seal)

*Signed, Sealed and Delivered in Presence of* Mae Watson (Seal)

_____ (Seal)

_____ (Seal)

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF _____ }
COUNTY OF _____ } ss.

*On this* _____ *day of* _____, 19___

*before me,* _____ *a Notary Public, personally appeared*

_____

*to me known to be the person described in and who executed the foregoing instrument, and acknowledges that* _____ *executed the same as* _____ *free act and deed. And the said* _____ *further declare* _____ *to be single and unmarried.*

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

_____
*Notary Public in and for said County and State.*

*My term expires* _____, 19___

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Missouri }
COUNTY OF Jasper } ss.

On this 26th day of April, 1966

before me, Faye C. Seeger, a Notary Public, personally appeared

Hugh C. Watson and Mae Watson

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Faye C. Seeger
Notary Public in and for said County and State.

My Term expires May 30, 1969

3566

**Quit-Claim Deed**

FROM

TO

Filed for record this 27th day of May A.D., 1966 at 10 o'clock, 55 minutes, A. M.

Recorded in Book _____ at Page _____

Virginia D. Andrews Recorder.

By _____ Deputy.

Recorder's Fee, $1.50

1072
586-587

STATE OF Missouri }
COUNTY OF Jasper } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of said County, do hereby certify that the within instrument of writing was, at 10 o'clock and 55 minutes A. M., on the 27th day of May A. D., 19 66, duly filed for record in my office, and is recorded in the records of this office, in book 1072 at pages 586-587

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Carthage Missouri this 1st day of June A. D., 19 66.

Virginia D. Andrews RECORDER
By Evelyn Nelson, Deputy

[illegible] )
)ss
[illegible] )

# A F F I D A V I T

Comes now Louis McDonald who, being of lawful age and upon his oath states that he is the owner of property north of Iron Gates Village and the subject of the petition for the extention of the boundaries of the Village of Iron Gates and states that if and when such property is sub-divided for the sale of lots that he personally will finance the opening, grading, and gravelling of streets in said development all to the cost of himself and not at the cost of the Village of Iron Gates.

Louis McDonald

Subscribed and sworn to before me this 14th day of November, 1958.

Rebecca McCune
Notary Public

My commission expires: July 31, 1960.

FORM NO. 16-CLASS E DEMAREE STATIONERY CO., !U8 Walnut, Kansas City, Mo.

Quit - Claim Deed

U. 1L 3nbrn#nrr, Made on the 17th day of June A. D., One
Thousand Nine Hundred and Sixty-four by and between
Hugh R. Watson and Mae
Wat'son,, husband and wife
of the County of Jasper , State of Missouri part i e s of the first part, and
Village of Iron Gat,e,s,, Incorporated, Joplin, Missouri
of the County of Jasper , State of Ni.s.sourz part y of the second part,
WITNESSETH, that the said part .is e s of the first part, in consideration of the sum o f
Three-hundred sixty dollars and fifty cents
DOLLARS,
to them paid by the said part y of the second part (the receipt of which is hereby acknowledged)
do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part y
of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the
County of s asper and State of Missouri , to-wit: All of Lots
numbered Five (5), Six ;(6;), Seven (7) and Eitht (8) in U. O. Witm.er4 s
Sub-Division of Highland Park in Section 17, Township 27, Hange 33,,
in Jasper County, Missouri..
This property to be used as a public playground for the ohildrenof
Village of Iron Gates., Inc.,.
TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurte-
nances thereto belonging, unto the said party of the second part and unto its heirs and
assigns forever; so that neither the said parties o f the first part nor their heirs nor any other
person or persons, for them or in their name or behalf, shall or will hereinafter
claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of
them shall, by these presents, be excluded and forever barred.
IN WITNESS WHEREOF, the said part ie s of the first part have
hand s and seal s the day and year above written.
hereunto set
,their
al)
Signed, Sealed and Delivered in Presence of~ (Seal)
(Seal)
(Seal)

MISSOURI ACKNOWLEDGMENT-UNMARRIED PERSON
STATE OF
COUNTY OF--
before me,
ea.
On this. -day of_ 19
-.-A Notary Public, personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledges that- -
executed the same as free act and deed. And the said-_____.-.__r further declare _ _.-to be single and unmarried.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seat at my
office in ._ the day and year last above written.
My term expires_ - 19 Notary Public in and for said County and State.
MISSOURI ACKNOWLEDGMENT-MAN AND WIFE
IN TESTIMONY_THEREO I.
office in_
STATE OF Missouri
COUNTY OF Jas ID P_'
I
6
3
Q.
Q
IN THE RECORDER'S OFFICE
It.
1, Virginia D . Andrews Recorder of said County, do hereby certify that the within
instrument 9f6writing was, at o'clock an nutea_ A - _.M., on the 27th day of Mt 51
A. D., 19__ 6 duly filed for record in my office, and is recorded in the records of this office, in book 107- at pa 587
, e, M' ourj
IN WITNESS WHEREOF, I have hereunto act my hand and affixed my official seal at ' rthA 9
this 1st day of.
me known to be the persons described in and who
k same as their free act and deed.
s~lal_ A- D., 19_x.
and
executed the foregoing instrument, and acknowledged that they
have hereunto set my band and affixed my official seal at my
s,-- K" 'l-L the day and year last above written.
r
-
ary Public in and for said unty and State.
5

-11 i
0
his ol"A#: 't Ss
f the Saoun s
~r4c csfl l.uch
t h;G ,ors
lint,, (X
1
o n e"." ; ; IO";m'
µt
;e 1 the
e
: Pert y north of Jlr n
subject of t *-;e petition for t: c e tenwion
illa a of iron ( nd sto;e th:t
y,ro a °°rty
su1,t-diviF ed for the :; 1e of lots
i3. fit since the opening, v..ru dint , ;ct gr.: vel-
P, i('i evoicmint to }:rttu coo, of Ilimmic;lf
Cc,4t
!"e Vill e of i ro^n
hvcri' ed { r.` s "orn to before me th i 3 14th

e
8•

FORM NO. 16—CLASS E DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

# Quit-Claim Deed

**This Indenture,** *Made on the* 17th *day of* June *A. D., One Thousand Nine Hundred and* Sixty-four *by and between*

Hugh R. Watson and Mae Watson, husband and wife

*of the County of* Jasper , *State of* Missouri *part* ies *of the first part, and*

Village of Iron Gates, Incorporated, Joplin, Missouri

*of the County of* Jasper , *State of* Missouri *part* y *of the second part,*

*WITNESSETH, that the said part* ies *of the first part, in consideration of the sum of*

Three-hundred sixty dollars and fifty cents *DOLLARS,*

*to* them *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part* y *of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Jasper *and State of* Missouri , *to-wit:* All of Lots numbered Five (5), Six (6), Seven (7) and Eitht (8) in D. O. Witmer's Sub-Division of Highland Park in Section 17, Township 27, Range 33, in Jasper County, Missouri.

~~This property to be used as a public playground for the children of Village of Iron Gates, Inc.~~

*TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto* its *heirs and assigns forever; so that neither the said parties of the first part nor* their *heirs nor any other person or persons, for* them *or in* their *name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.*

*IN WITNESS WHEREOF, the said part* ies *of the first part have hereunto set* their *hand* s *and seal* s *the day and year above written.*

Hugh R. Watson (Seal)

*Signed, Sealed and Delivered in Presence of* Mae Watson (Seal)

_____ (Seal)

_____ (Seal)

**COUNCIL BILL NO. 95-256** **ORDINANCE NO. 95-**183

AN ORDINANCE accepting the conveyance of certain land from the Village of Iron Gates, Missouri; and containing an emergency clause.

WHEREAS, the Village of Iron Gates and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective November 30, 1995, at midnight; and,

WHEREAS, the Village of Iron Gates has conveyed certain real property to the new consolidated City of Joplin, Missouri, to be effective November 30, 1995, at midnight.

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

Section 1. That the City accept the conveyance of certain land from the Village of Iron Gates, Missouri, to the consolidated City of Joplin, Missouri, said land lying, being and situate in the County of Jasper, State of Missouri, being described as follows, to-wit:

"Tract 1: Lots Forty-Eight (48) to Fifty-Two (52) inclusive in D.O. Witmer's Subdivision to Iron Gates. ~~This deed made with the restriction that said property be used only as a public playground for the children of Iron Gates Village. It is provided that in the event that said property is used for any other purpose, the property shall revert back to the grantor, Iron Gates Christian Church Corporation.~~

Tract 2: All of Lots Numbered One (1), Two (2), Three (3), and Four (4), lying South of the Burlington Northern Railroad right-of-way in D.O. Witmer's Subdivision of Lots 1-55 inclusive, except Lots 16 and 30 in Highland Park Addition, in the Village of Iron Gates, Jasper County, Missouri, according to the recorded Plat thereof. ~~Subject to Easements and Reservations of Record, if any.~~"

Section 2. That this Ordinance dealing generally with public property, 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

# Case 004-23 - Rezoning




Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Apartment House) located at 3504 W 24th St for future town house development – City of Joplin

0 90 180 360 540 720 Feet

P & Z Case 004-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-3 (Apartment House) property as described below and located approximately at 3504 W 24th St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District R-3 (Apartment House).

**TRACT 1:** ALL OF LOTS NUMBERED NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12) IN D. O. WITMER'S SUB-DIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI. **TRACT 2:** ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI. **TRACT 3:** ALL OF LOTS NUMBERED FIVE (5), SIX (6), SEVEN (7) AND EITHT (8) IN D. O. WITMER'S SUB-DIVISION OF HIGHLAND PARK IN SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI. **TRACT 4:** LOTS FORTY-EIGHT (48) TO FIFTY-TWO (52) INCLUSIVE IN D.O. WITMER'S SUBDIVISION TO IRON GATES. **TRACT 5:** ALL OF LOTS NUMBERED ONE (1), TWO (2), THREE (3), AND FOUR (4), LYING SOUTH OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY IN D.O. WITMER'S SUBDIVISION OF LOTS 1-55 INCLUSIVE, EXCEPT LOTS 16 AND 30 IN HIGHLAND PARK ADDITION, IN THE VILLAGE OF IRON GATES, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. **TRACT 6:** All that part of the 25' public right-of-way now known as S Golf Link Road from the southwesterly prolongation of the north line of Lot 1 to the westerly prolongation of the south line of Lot 15, all lying in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. **TRACT 7:** All that part of W 23rd ST from the east line of the 25' public right-of-way now known as S Golf Link Road, thence east 136 feet to the prolongation of the east line of Lots 4 and 5 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. **TRACT 8:** All that part of W 24th ST from the east line of the 25' public right-of-way now known as S Golf

Link Road, thence east 136 feet to the prolongation of the east line of Lots 12 and 13 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in 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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2023-257 – Voluntary Annexation

**MEETING DATE:**
February 6, 2023

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

**FUNDING SOURCE:**
These payments are included in the FY2023 budget of the Community Planning Fund.

**SUMMARY REQUEST:**
Case 005-23: Voluntary Annexation – Property located West of S Twin Hills Dr. and South of W. Par Ln. – Request to Voluntarily Annex into the Corporate Limits of the City of Joplin – 4 State Builders

**BACKGROUND:**
As part of the planned subdivision for Par Lane Phase II, the applicant is requesting to annex this property into the City of Joplin for a residential subdivision development.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Kimble inquired as to what the access would be. Mr. Onstot replied that the road would just extend from Par Lane and that they would widen it given that it is narrow. Mr. Rosenberg asked where the sewer would be located.

**PUBLIC COMMENT;**
Mark Lane, 2230 Fairway Dr., stated they had been through all this before with the first phase of this and we have always been concerned about the width of Par Lane. Mr. Lane stated he knew he would widen it but still there is concern about the corner coming right off Twin Hills Dr. The other concern directed toward the City is the lift station located Country Club and 20th Street. He stated he had heard they were at maximum capacity and now they were going to put in another twenty homes in there. He stated he thought that should be considered and reviewed.

**RECOMMENDATIONS**:
Staff recommends approval for Council Bill 2023-257
Planning & Zoning Commission recommends approval for Case 005-23 (5 in Favor, 0 Opposed, 2 Absent)

**ATTACHMENTS**
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

**Case 005-23: Voluntary Annexation**

Property located West of S. Twin Hills Dr. and South of W. Par Ln.-Request to Voluntarily Annex into the Corporate Limits of the City of Joplin-4 State Builders

Blake Onstot, 720 Harley Circle, Carl Junction, Missouri. Mr. Onstot stated they are wanting to take these 4.5 acres and put six lots on it. There is a large retention pond that will go behind it along the railroad tracks that will capture all the water from the properties.

Mr. Kimble stated he assumed that his road would just extend from the existing road.

Mr. Onstot stated correct. One of the issues that we discussed previously on the last sub-division was the fact that Par Lane is relatively narrow now. He stated they are actually going to cut that street and widen it to the south and put in new curb and guttering down the south side of that property to collect water and also run it to the same retention pond.

Mr. Kimble asked if there were any questions from the Commission on Case 005-23.

Mr. Rosenberg asked where the sewer was located on the property.

Mr. Onstot stated the sewer will run just across Par Lane on the north side. There is also a sewer main to the east of it so it will run along the south side of the road on Par Lane.

Mr. Rosenberg asked if the Commission was seeing his plat today.

Mr. Onstot replied yes.

Mr. Kimble asked if there were any additional questions from the Commission on Case 005-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 005-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 005-23.

Mark Lane, 2230 Fairway Dr., stated they had been through all this before with the first phase of this and we have always been concerned about the width of Par Lane. Mr. Lane stated he knew he would widen it but still there is concern about the corner coming right off Twin Hills Dr. The other concern directed toward the City is the lift station located Country Club and 20th Street. He stated he had heard they were at maximum capacity and now they were going to put in another twenty homes in there. He stated he thought that should be considered and reviewed.

Mr. Kimble asked if anyone else would like to speak in opposition of Case 005-23.

There were none.

**MR. ROSENBERG MOVED THAT CASE 005-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)**

Z&P Meeting: January 9, 2023
City Council Meeting: February 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
# Voluntary Annexation

**CASE 005-23** A request to voluntarily annex property into the City of Joplin

**LOCATION** Property located West of S Twin Hills Dr. and South of W. Par Ln

**APPLICANT** 4 State Builders

---

## EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| N/A (Jasper County, MO) | Vacant | Approximately 4 acres |

## DISCUSSION

As part of the planned subdivision for Par Lane Phase II, the applicant is requesting to annex this property into the City of Joplin for a residential subdivision development.

**Staff recommends approval of Case 005-23.**

## ENCLOSURES

- Map of area to be annexed
- Application

# Voluntary

# Annexation Application

**Corporation**

**Return Form to:**
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

**Office Use Only**

Case No.: 005-23
Filing Fee: $0.00
Received: 2/16/23
Proj. No.: 23-041

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: 4 State Builders Phone No. (314) 546-1331

Email: blakeonstot@gmail.com

Applicant Name: Blake Onstot Phone No. (314) 546-1331

Email: blakeonstot@gmail.com

Mailing Address: 1200 Brinbrook Dr., Ste. E

Annexation Property Location: Par Lane & Twin Hills Dr.

Present Use of Property: Vacant

**Residential Information** (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: 0

Number of future occupiable:

Single-family residences: 8

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: 0

Name of water provider, or list 'well': City of Joplin

Name of sewer provider, or list 'septic': City of Joplin

**Commercial Information** (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes No

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes No

# REQUIRED VOLUNTARY ANNEXATION INFORMATION

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

**Property Owner Name:** 4 State Builders, LLC **Telephone Number:** (314) 546-1331

**Property Address:** NE 1/4 Sec 18, T27N, R33W (Par Lane & Twin Hills Drive)
4.5 acres Total

1. **Is this property residential property?** X **Yes** _____ **No**
2. **Are there any businesses located on this property?** _____ **Yes** X **No**

   **If yes, how many businesses are located on this property?** _____

   **Please list the following information for each business located on the property:**

**Business #1:**

**Business Name:** _____

**Business Mailing Address:** _____

**Name of Owner or Manager:** _____

**Business Contact Phone Number:** _____

**Is the Property Leased to the Business?** _____ **Yes** _____ **No**

**Type of Business (example: insurance, repair shop, etc.)** _____

**Does the business sell retail items?** _____ **Yes** _____ **No**

**If yes, what is their Missouri Sales Tax ID Number?** _____

**Does the business sell liquor?** _____ **Yes** _____ **No**

**Business #2:**

**Business Name:** _____

**Business Mailing Address:** _____

**Name of Owner or Manager:** _____

**Business Contact Phone Number:** _____

**Is the Property Leased to the Business?** _____ **Yes** _____ **No**

**Type of Business (example: insurance, repair shop, etc.)** _____

**Does the business sell retail items?** _____ **Yes** _____ **No**

**If yes, what is their Missouri Sales Tax ID Number?** _____

**Does the business sell liquor?** _____ **Yes** _____ **No**

(Over)

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ___X___No

**If Yes,** how many

| | |
|---|---|
| Single-family house(s) | _____ Amount |
| Duplex(s) | _____ Amount |
| Tri-plex(s) | _____ Amount |
| Apartment House(s) | _____ Amount |
| Apartment Complex(s) | _____ Amount |

Do you plan to build residential living units on the property ___X___Yes _____No

**If Yes,** how many

| | |
|---|---|
| Single-family house(s) | 60 Amount |
| Duplex(s) | _____ Amount |
| Tri-plex(s) | _____ Amount |
| Apartment House(s) | _____ Amount |
| Apartment Complex(s) | _____ Amount |

Are (or Will) the living unit(s) be on a well _____ Yes ___X___ No
**If NO,** please furnish the name of the water company Missouri American Water Co.

Are (or Will) the living unit(s) have a septic system? _____ Yes ___X___ No
**If NO,** please furnish the name of the municipal sewer system City of Joplin

**BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI**

**PETITION FOR VOLUNTARY ANNEXATION**
**PURSUANT TO 71.012, RSMO., 1994**

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

J. Blake Onstot - Partner 4 State Builders

12-16-22

STATE OF Missouri )
) ss:
COUNTY OF Jasper )

On this 16 day of December 2022 before me appeared J. BLAKE ONSTOT, to me known to be the partner of 4 State Builders, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said J. BLAKE ONSTOT acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

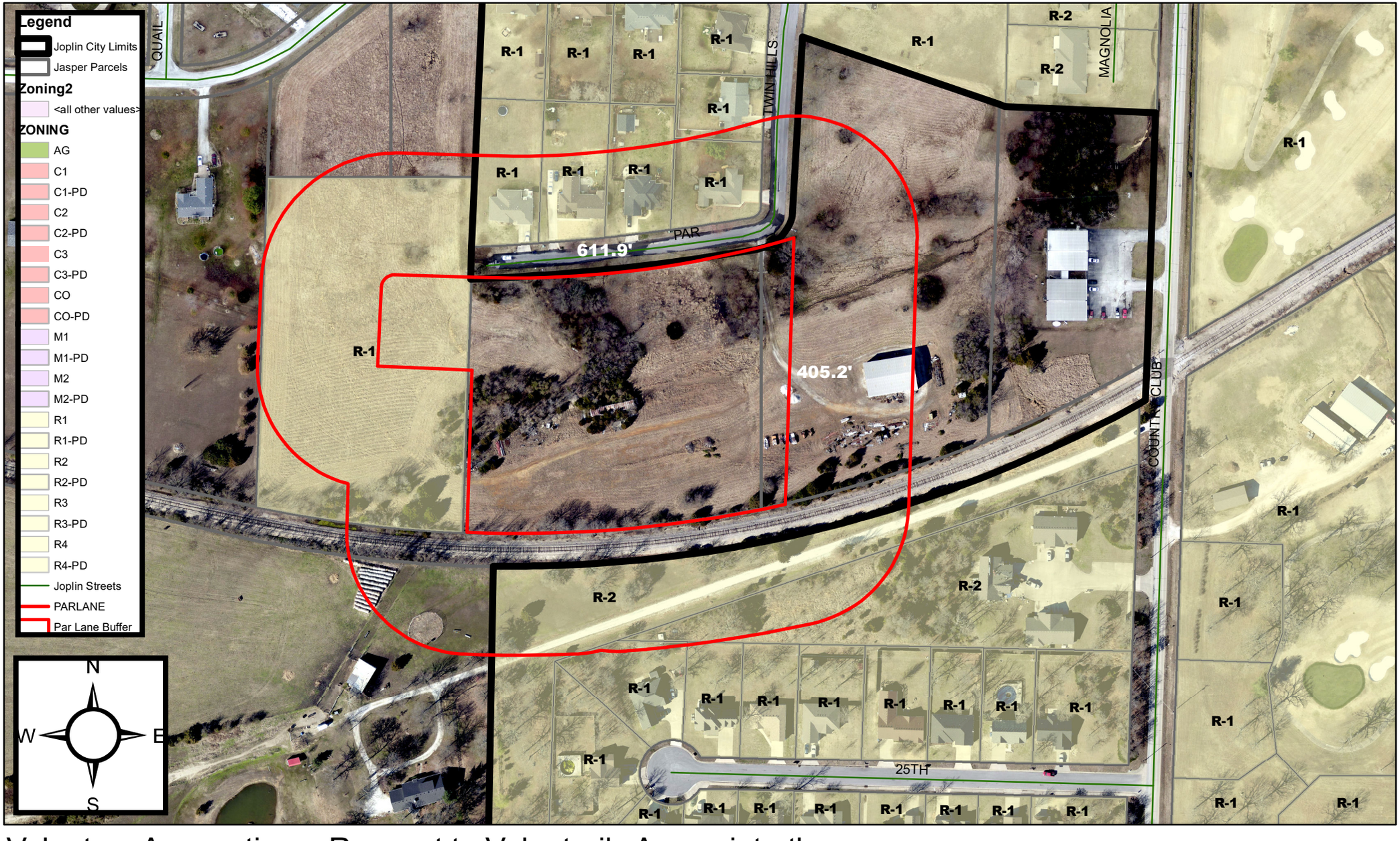
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 05-22-26.

Vicky Lynn Copeland
Notary Public

VICKY LYNN COPELAND
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
Commission Expires 05/22/2026
Commission Number #09804844

# Case 005-23 - Voluntary Annexation




Voluntary Annexation – Request to Voluntarily Annex into the Corporate Limits of the City of Joplin Property Located West of S Twin Hills Dr and South of W Par Ln – 4 State Builders

0 70 140 280 420 560 Feet

P & Z Case 005-23
4 State Builders
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-257 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located West of S Twin Hills Dr. and South of W. Par Ln.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

> A PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, AND LOT NUMBER FOURTEEN (14) IN PAR LANE ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13) IN CREST VIEW SUBDIVISION 2ND ADDITION, THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD SOUTH 79 DEGREES, 20 MINUTES, 29 SECONDS EAST 86.56 FEET, THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1991.72 FEET AND AN ARC LENGTH OF 247.02 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83

DEGREES, 50 MINUTES, 23 SECONDS EAST 246.86 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER ELEVEN (11) IN PAR LANE ADDITION SAID POINT BEING THE PINT OF BEGINNING, THENCE NORTH 01 DEGREES, 46 MINUTES, 04 SECONDS EAST ALONG THE EAST LINE OF PAR LANE ADDITION 246.42 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER (14) IN PAR LANE ADDITION, THENCE NORTH 87 DEGREES, 24 MINUTES, 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT FOURTEEN (14) 143.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT FOURTEEN (14) , THENCE NORTH 02 DEGREES, 35 MINUTES, 06 SECONDS EAST 119.52 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES, 09 MINUTES, 20 SECONDS EAST 29.07 FEET, THENCE SOUTH 88 DEGREES, 23 MINUTES, 31 SECONDS EAST 121.87 FEET TO THE NORTHEAST CORNER OF SAID LOT NUMBER (14), THENCE ALONG THE SOUTH LINE OF PAR LANE ALONGA A CURVE TO THE LEFT HAVING A RADIUS OF 1493.80 FEET AND A N ARC LENGTH OF 490.23 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 82 DEGREES, 58 MINUTES, 27 SECONDS EAST 488.03 FEET, THENCE SOUTH 01 DEGREES, 49 MINUTES, 29 SECONDS WEST 405.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1880.05 FEET AND AN ARC LENGTH OF 486.66 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES, 58 MINUTES, 11 SECONDS WEST 485.30 FEET TO THE POINT OF BEGINNING CIONTAINING 4.81 ACRES 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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2023-258 – Final Plat Review

**MEETING DATE:**
February 6, 2023

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

**FUNDING SOURCE:**
These payments are included in the FY2023 budget of the Community Planning Fund.

**SUMMARY REQUEST:**
Case 007-23: Property located West of S. Twin Hills Dr and South of W. Par Ln. - A request to review a final plat – 4 State Builders

**BACKGROUND:**
This final plat approval is for Par Lane Phase II Subdivision located West of S Twin Hills Dr and South of W Par Ln. This subdivision will be 8 residential lots, zoned R-1, Single-Family Residential. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Onstot stated that the presentation from the Preliminary Plat will reflect that of the final.

**PUBLIC COMMENT;**
Mr. Kimble opened the floor to public comments. There were none.

**RECOMMENDATIONS**:
Staff recommends approval for Council Bill 2023-258
Planning & Zoning Commission recommends approval for Case 007-23 (5 in Favor, 0 Opposed, 2 Absent)

**ATTACHMENTS**

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

**Case 007-23: Review Final Plat**

Property located West of S. Twin Hills Dr. and South of W. Par Ln. -A request to review a final plat-4 State Builders.

Blake Onstot, 720 Harley Circle, Carl Junction, Missouri. Mr. Onstot made the comment the presentation of the preliminary plat will reflect the presentation of the final plat.

Mr. Kimble asked if there were any questions for the Commission on Case 007-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 007-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 007-23.

There were none.

**MR. JACKSON MOVED THAT CASE 007-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)**

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Final Plat

**CASE 007-223** Final Plat Review

**NAME OF SUBDIVISION** Par Lane Phase II

**LOCATION:** West of S Twin Hills Dr and South of W Par Ln

**APPLICANT:** 4 State Builders

**PRESENT ZONING:** None

**PRESENT LAND USE:** Vacant

---

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | R-1 | R-1 | R-2 | Outside of City Limits |
| **Land Use** | Single-Family Homes | Vacant | Vacant | Vacant |

**SUBDIVISION:**

| Number of lots |
|---|
| 8 |

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| W Par Lane | Local | 50’ |

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

No.

**UTILITIES:** All necessary utilities will be extended and constructed to provide the site. This includes stormwater detention, sewer, electricity, water, and others.

**FLOOD PLAIN:** N/A

**STAFF ANALYSIS:**

**DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?**

Yes.

**DISCUSSION:**

This final plat approval is for Par Lane Phase II Subdivision located West of S Twin Hills Dr and South of W Par Ln. This subdivision will be 8 residential lots, zoned R-1, Single-Family Residential. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

**Staff recommends approval of Case 007-23**

**ENCLOSURES:**

Applicant Material
Final Plat
Map

# Final Plat Application

Proj #: 23-042

**Return Form to:**
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Fax: 417-625-4738

**Office Use Only**

Case No.: 007-23
Filing Fee: $0
Received: 12/16/22
Subdivision No.: _____

Applicant: 4 State Builders Phone No.: (314) 546-1331

Address: 1200 Briarbrook Drive, Ste. E Email: blakeonstot@gmail.com

Owner: Blake Onstot | Jordan Chapman Phone No.: (314) 546-1331

Address: 1200 Briarbrook Drive, Ste. E Email: blakeonstot@gmail.com

Location of Property: Par Lane & Twin Hills Drive

Present Use of Property: Unimproved (In Jasper County) Zoning: R-1

Design Professional who Prepared the Plat: Small Arrow Engineering | Stewart & Neece

Phone No.: (417) 624-2333 Email: jbolte@smallarrow.com

Name of Subdivision: Par Lane 2nd Addition

Total Acres: 4.15 Total Lots: 8*

* Includes Replat of Lot 14 in Par Lane Addition

**Instructions:**
The following checklist is to be completed **by the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

**To be shown on plat:**

| Yes | No | |
|---|---|---|
| ☒ | ☐ | Name of the subdivision |

| | | |
|---|---|---|
| ☒ | ☐ | Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct |
| ☒ | ☐ | Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments |
| ☒ | ☐ | The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines |
| ☒ | ☐ | Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block |
| ☒ | ☐ | Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets |
| ☒ | ☐ | Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use |
| ☒ | ☐ | Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission |
| ☒ | ☐ | Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements |
| ☒ | ☐ | Name and address of the registered land surveyor preparing the plat |
| ☒ | ☐ | Scale of plat, 1" = 100' or larger, date or preparation and north point |
| ☒ | ☐ | Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated |

**Submission of Documents:** – Pending

| Yes | No | |
|---|---|---|
| ☐ | ☐ | Was the original on mylar, and 20 paper copies submitted? |
| ☐ | ☐ | Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive? |
| ☐ | ☐ | Was a bond or letter of credit submitted? |

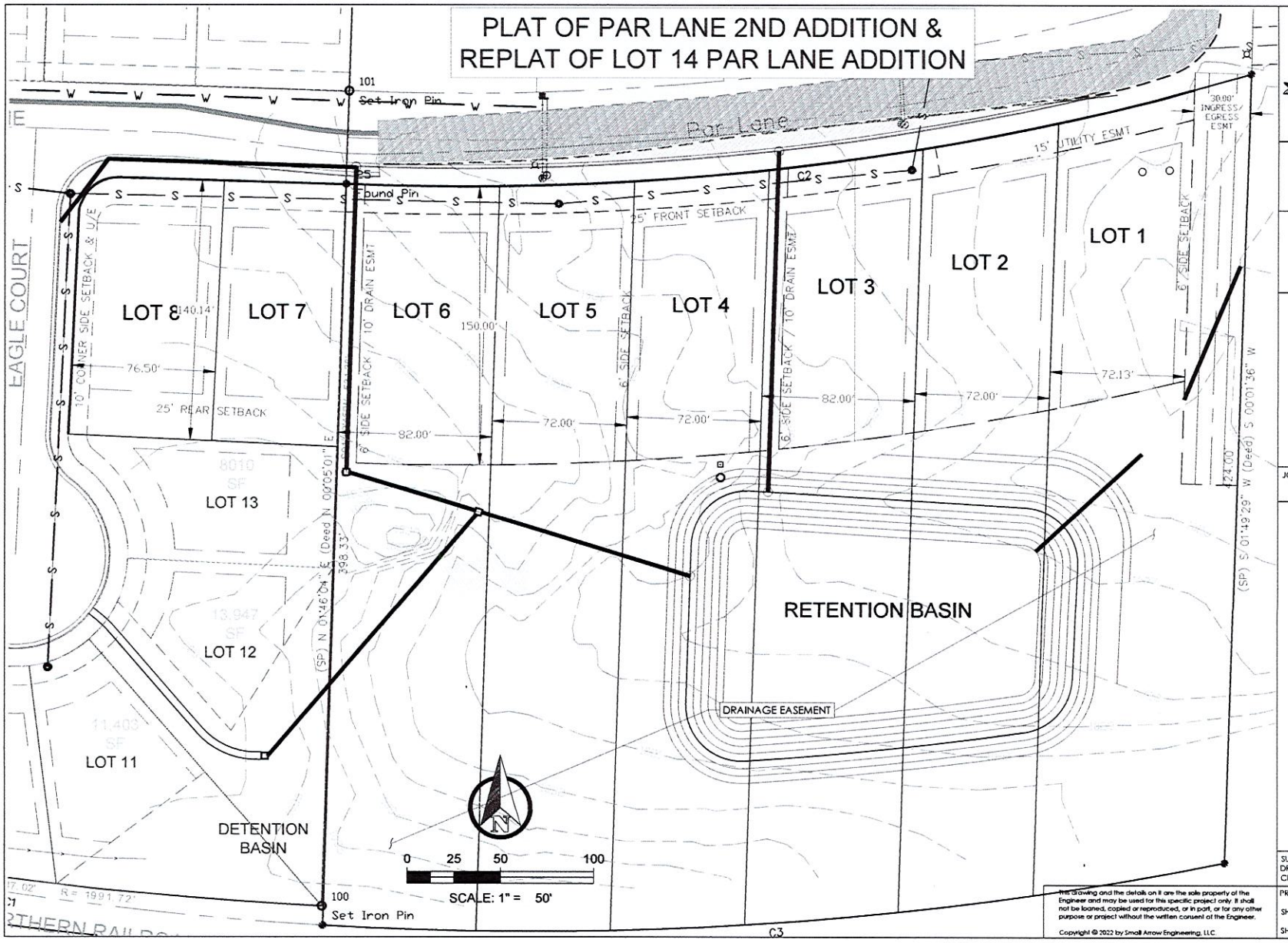
| | | |
|---|---|---|
| ☐ | ☐ | Has certification been submitted stating that all taxes and special assessments due and payable have been paid? |
| ☐ | ☐ | Signature of owner(s) and, as necessary, mortgager(s) |
| ☐ | ☐ | Dedications or reservations |
| ☒ | ☐ | Surveyor preparing plat |
| ☐ | ☒ | Has a copy of any deed restrictions or covenants been provided? |
| ☐ | ☐ | Are additional comments attached? |

Final plats that do not meet subdivision regulations will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

**Signature:** _____ **Date:** 7/1/22

John H. Bolte, P.E.
Project Engineer
Small Arrow Engineering, LLC

# PLAT OF PAR LANE 2ND ADDITION & REPLAT OF LOT 14 PAR LANE ADDITION





SMALL ARROW ENGINEERING, LLC

1302 S. MAIN STREET
P.O. BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@smallarrow.com

SMALL ARROW ENGINEERING, LLC.

CERTIFICATES OF AUTHORIZATION:
MISSOURI: E-2010013647
KANSAS: E-1930
ARKANSAS: 2097
OKLAHOMA: 5937


NOT FOR CONSTRUCTION


JOHN H. BOLTE - PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310


PAR LANE 2ND ADDITION
4-STATE BUILDERS
PAR LANE WEST OF TWIN HILLS DR
JOPLIN, JASPER COUNTY, MO
SKETCH PLAT

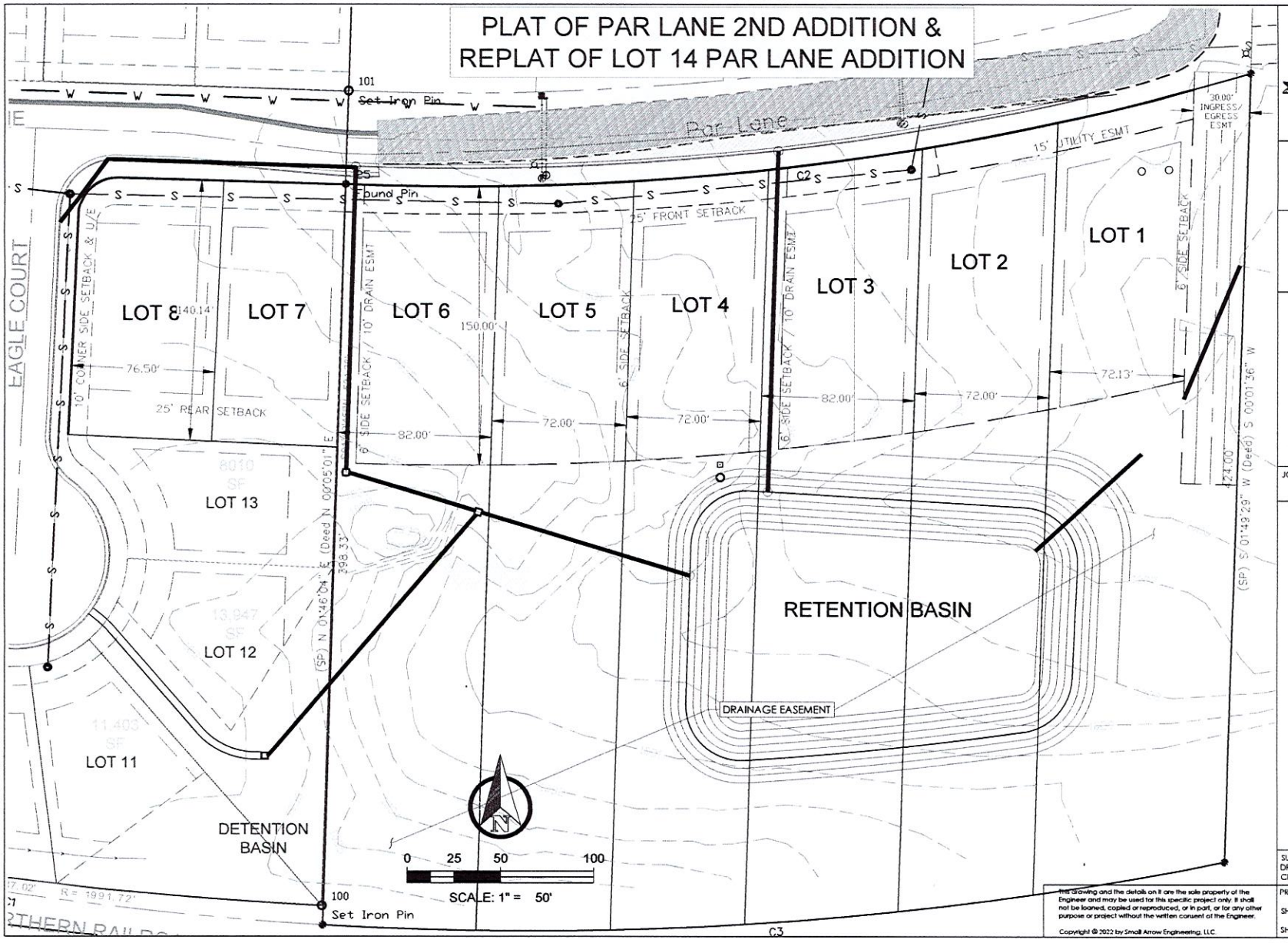
SURVEY BY: S&N PROJECT #: 22214
DRAWN BY: CMM DATE: 06/24/2022
CHECKED BY: JHB SCALE: 1"=50'

PROJECT: PAR LANE 2ND ADDITION
SHEET DESC: SKETCH PLAT
SHEET: 2 OF: 2


This drawing and the details on it are the sole property of the Engineer and may be used for this specific project only. It shall not be loaned, copied or reproduced, or in part, or for any other purpose or project without the written consent of the Engineer.

Copyright © 2022 by Small Arrow Engineering, LLC

# PLAT OF PAR LANE 2ND ADDITION & REPLAT OF LOT 14 PAR LANE ADDITION





SMALL ARROW ENGINEERING, LLC

1302 S. MAIN STREET
P.O. BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@smallarrow.com

SMALL ARROW ENGINEERING, LLC.

CERTIFICATES OF AUTHORIZATION:
MISSOURI: E-2010013647
KANSAS: E-1930
ARKANSAS: 2097
OKLAHOMA: 5937


NOT FOR CONSTRUCTION


JOHN H. BOLTE - PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310


PAR LANE 2ND ADDITION
4-STATE BUILDERS
PAR LANE WEST OF TWIN HILLS DR
JOPLIN, JASPER COUNTY, MO
SKETCH PLAT

SURVEY BY: S&N
DRAWN BY: CMM
CHECKED BY: JHB
PROJECT #: 22214
DATE: 06/24/2022
SCALE: 1"=50'

PROJECT: PAR LANE 2ND ADDITION
SHEET DESC: SKETCH PLAT
SHEET: 2 OF: 2


This drawing and the details on it are the sole property of the Engineer and may be used for this specific project only. It shall not be loaned, copied or reproduced, or in part, or for any other purpose or project without the written consent of the Engineer.

Copyright © 2022 by Small Arrow Engineering, LLC

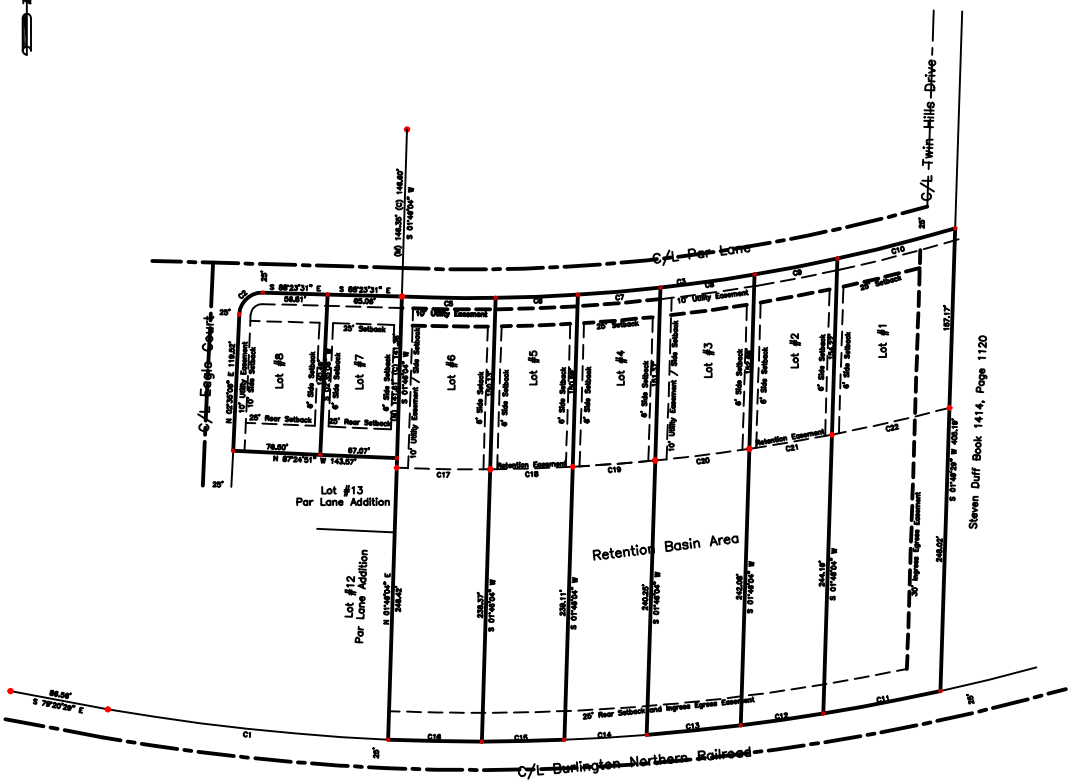
| Y | N | |
|---|---|---|
| ☑ | ☐ | Location of boundary lines and reference to section or quarter-section lines |
| ☑ | ☐ | Legal description, complete with Section, Township, Range, principal meridian, county |
| ☑ | ☐ | Name and address of owner(s) |
| ☑ | ☐ | Name and address of subdivider(s) |
| ☑ | ☐ | Name of planner, engineer, landscape architect, or surveyor who prepared the preliminary plat |
| ☑ | ☐ | Scale of Plat, 1" = 100' or larger, north arrow, and date of preparation |
| ☑ | ☐ | Current zoning classification and proposed use of the area being platted |
| ☑ | ☐ | Location, width, and name of platted streets or other public ways, railroad rights-of-way, utility easements, parks, and other public open spaces |
| ☑ | ☐ | Location of permanent buildings within and adjacent to the proposed subdivision |
| ☐ | ☑ | Location of existing sewers, water mains, gas mains, culverts, or other underground installations within and adjacent to the proposed subdivision with pipe size, sewer main material, manholes, grades, elevation, and location |
| ☐ | ☑ | Location of fire hydrants, streetlights, and sidewalks |
| ☑ | ☐ | Names of adjacent subdivisions together with arrangement of streets and lots and owners of adjacent parcels or un-subdivided land |
| ☑ | ☐ | Topography at contour intervals of not more than two feet referred to U.S.G.S. or City datum and location of water courses, bridges, wooded areas, lakes, ravines, and other significant physical features |
| ☑ | ☐ | Arrangement of lots and their approximate sizes |
| ☑ | ☐ | Location and width of proposed streets, alleys, pedestrian ways, and easements |
| ☐ | ☑ | General plan of sewage disposal, water supply, and utilities |
| ☑ | ☐ | Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use |
| ☑ | ☐ | Relationship to adjacent un-subdivided land |
| ☑ | ☐ | Approximate gradient of streets |

Final Plat of

# Par Lane 2nd Addition

To the City of Joplin, Jasper County, Missouri
Being a Replat of Lot Number Fourteen (14), in Par Lane Addition and a part of the Northeast Quarter of Section 18, Township 27, Range 33, Jasper County, Missouri

SCALE: One inch equals 50 feet.




## DEDICATION:

Know all men by these presents that 4-State Builders, owners of Par Lane 2nd Addition, to the City of Joplin, Jasper County, Missouri, do hereby publish, declare, and acknowledge, the annexed plat thereof with Lots, Streets, and Easements as shown thereon and do hereby dedicate all streets and easements, as shown thereon to the public forever, and do hereby certify that the taxes for 20_____.

In witness whereof I have set my hand this _____ day of _____, 20_____.

_____ - President

_____ - Secretary / Treasurer

State of Missouri, County of Jasper, SS

Be it remembered that on this _____ Day of _____, 20____, before me, a Notary Public in and for said County and State, came _____, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the Day and year above written.

_____ SEAL

_____ NOTARY PUBLIC

My Commission Expires_____

## CERTIFICATE OF APPROVAL:

This plat of Charlie Jane Addition, has been submitted to and approved by the Joplin Planning and Zoning Commission this _____ Day of _____, 20_____.

_____ CHAIRMAN

This plat of Charlie Jane Addition, including easements, and rights-of-way by the City Council has been submitted to and approved by the Joplin, City Council by Ordinance No. _____, to me duly passed and approved by the Mayor on the _____ Day of _____, 20_____, of Joplin, Missouri

_____ MAYOR

_____ City Clerk

_____ City Engineer

## NOTE:

Approval of the plat does not obligate the City for any construction or maintenance cost for the Streets, or any expense connected with the development of the Addition.

State of Missouri, County of Jasper, SS

I, _____, City Clerk of Joplin, in said County, and State do hereby certify, that the attached Plat of Charlie Jane Addition to the City of Joplin, was filed with said City Joplin, was filed with said City for approval on this _____ Day of _____, 20_____, and that the same was approved by the City Council of the City of Joplin, by Ordinance No._____ duly passed and approved by the Mayor on the _____ Day of _____, 20____.

State of Missouri, County of Jasper, SS

I _____, Recorder of Deeds of said County, do hereby certify, that the within instrument of writing was, on the _____ Day of _____, A.D. 20____, at _____ O'Clock and _____ Minutes, A. M. Duly Filed For Record in this Office, and is Recorded in Records of this Office in Plat Book _____ at Page _____.
In Witness Whereof, I have hereunto set my hand and affixed my seal at Carthage, Missouri, on the Day and Year aforesaid.

## PROPERTY DESCRIPTION:

A part of the North One-half (S½) of Section 18, Township 27, Range 33, Jasper County, Missouri and Lot Number Fourteen (14) in Par Lane Addition to the City of Joplin, Jasper County, Missouri being more particularly described as Follows: Commencing at the Southeast Corner of Lot Number Thirteen (13) in Crest View Subdivision 2nd Addition, Thence along the North Right-of-way line of the Burlington Northern Railroad South 79 Degrees, 20 Minutes, 39 Seconds East 86.06 Feet, Thence continuing along said North Right-of-way line along a curve to the left having a Radius of 1393.72 Feet and an Arc Length of 217.02 Feet and a Chord Bearing and Distance of South 83 Degrees, 58 Minutes, 23 Seconds East 216.80 Feet to the Southeast Corner of Lot Number Eleven (11) in Par Lane Addition said point being the Point of Beginning, Thence North 01 Degrees, 46 Minutes, 54 Seconds East along the East line of Par Lane Addition 246.48 Feet to the Southeast Corner of Lot Number Fourteen (14) in Par Lane Addition, Thence North 87 Degrees, 54 Minutes, 51 Seconds West along the South line of said Lot Fourteen (14) 143.57 Feet to the Southwest Corner of said Lot Fourteen (14) , Thence North 02 Degrees, 23 Minutes, 05 Seconds East 119.92 Feet, Thence along a curve to the right having a Radius of 25.00 Feet and an Arc Length of 25.11 Feet and a Chord South East Bearing and Distance of North 47 Degrees, 09 Minutes, 39 Seconds East 24.07 Feet, Thence South 88 Degrees, 23 Minutes, 31 Seconds East 121.87 Feet to the Northwest Corner of said Lot Number Fourteen (14), Thence along the South line of Par Lane along a curve to the Left having a Radius of 1453.69 Feet and an Arc Length of 418.23 Feet with a Chord Bearing and Distance of North 82 Degrees, 28 Minutes, 57 Seconds East 416.83 Feet, Thence South 01 Degrees, 49 Minutes, 29 Seconds West 485.19 Feet to the North Right-of-way line of the Burlington Northern Railroad, Thence along said North Right-of-way line along a Non-tangent Curve to the Right having a Radius of 1882.65 Feet and an Arc Length of 486.66 Feet with a Chord Bearing and Distance of South 84 Degrees, 39 Minutes, 11 Seconds West 485.36 Feet to the Point of Beginning, Containing 4.85 acres more or less.

## BASIS OF BEARINGS:

The West line of Par Lane 2nd Addition in Section 18, Township 27, Range 33, taken as North 01 Degrees, 46 Minutes, 54 Seconds East as per Missouri West NAD83 as per Nobel GPS Network.

## Source Deed:

4-State Builders Book 2634, Page 273 & Jordan Chapman Book 2561, Page 294

## Flood Information:

This property falls in FEMA Identified Zone X Areas determined to be outside the 0.2% annual chance floodplain, Area of Minimal Flood Hazard as shown on Community Panel 29097C0285E, Dated November 2nd, 2018. Please Note that the accuracy of the Flood Hazard Data is subject to Map Scale uncertainty and to any other uncertainty in location or elevation on the above referenced FEMA Map.

## NOTES:

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

½" iron pins set at all property corners unless noted.

All utilities and contours shown are from the City of Joplin GIS Data.

Property Owner/Subdivider: 4-State Builders 1250 Briarbrook Drive Suite E Carl Junction, Missouri 64834

Surveyor: Stewart and Neece Land Surveying, (Rodney C. Neece) 1201 East 15th Street Joplin, Mo.

Zoning Classification: R-1

Building Setbacks:
Front Setback 25.0'
Side Setback 6.0' (Unless Noted)
Rear Setback 25.00'

Lot Area:
Lot 1 - 40997.3 SQ. FT.
Lot 2 - 28547.9 SQ. FT.
Lot 3 - 28,534.4 SQ. FT.
Lot 4 - 28822.9 SQ. FT.
Lot 5 - 29810.0 SQ. FT.
Lot 6 - 31828.6 SQ. FT.
Lot 7 - 92310.2 SQ. FT.
Lot 8 - 196148 SQ. FT.

| Symbol Legend |
|---|
| ½" Iron Pin Set |
| ½" Iron Pin Set On Easement Line) |
| ½" Iron Pin Found |

| Survey Line | Length | Curve | Radius | Arc Length | Chord Bearing | Chord Length |
|---|---|---|---|---|---|---|
| L1 | 86.06' | C1 | 1393.72' | 217.02' | S 83°58'23" E | 216.80' |
| L2 | 143.57' | C2 | 25.00' | 25.11' | S 47°09'39" E | 24.07' |
| L3 | 119.92' | C3 | 1453.69' | 418.23' | N 82°28'57" E | 416.83' |
| L4 | 121.87' | C4 | 1453.69' | 68.43' | N 88°23'31" E | 68.43' |
| L5 | 485.19' | C5 | 1453.69' | 349.80' | N 80°39'46" E | 349.01' |
| L6 | 1882.65' | C6 | 1882.65' | 486.66' | S 84°39'11" W | 485.36' |
| L7 | 246.48' | C7 | 1882.65' | 68.43' | S 88°23'31" W | 68.43' |
| L8 | 1882.65' | C8 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L9 | 1882.65' | C9 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L10 | 1882.65' | C10 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L11 | 1882.65' | C11 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L12 | 1882.65' | C12 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L13 | 1882.65' | C13 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L14 | 1882.65' | C14 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L15 | 1882.65' | C15 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L16 | 1882.65' | C16 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L17 | 1882.65' | C17 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L18 | 1882.65' | C18 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L19 | 1882.65' | C19 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L20 | 1882.65' | C20 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L21 | 1882.65' | C21 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L22 | 1882.65' | C22 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L23 | 1882.65' | C23 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L24 | 1882.65' | C24 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L25 | 1882.65' | C25 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L26 | 1882.65' | C26 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L27 | 1882.65' | C27 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L28 | 1882.65' | C28 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L29 | 1882.65' | C29 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L30 | 1882.65' | C30 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L31 | 1882.65' | C31 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L32 | 1882.65' | C32 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L33 | 1882.65' | C33 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L34 | 1882.65' | C34 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L35 | 1882.65' | C35 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L36 | 1882.65' | C36 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L37 | 1882.65' | C37 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L38 | 1882.65' | C38 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L39 | 1882.65' | C39 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L40 | 1882.65' | C40 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L41 | 1882.65' | C41 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |
| L42 | 1882.65' | C42 | 1882.65' | 68.43' | S 88°23'31" E | 68.43' |

## SURVEYOR'S CERTIFICATE:

I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Virginia & Resources and Consumer Protection, and is not a warranty of title either expressed or implied. This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block. It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees. Furthermore, this survey is not valid without the original signature and embossed seal.

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
PROFESSIONAL LAND SURVEYOR

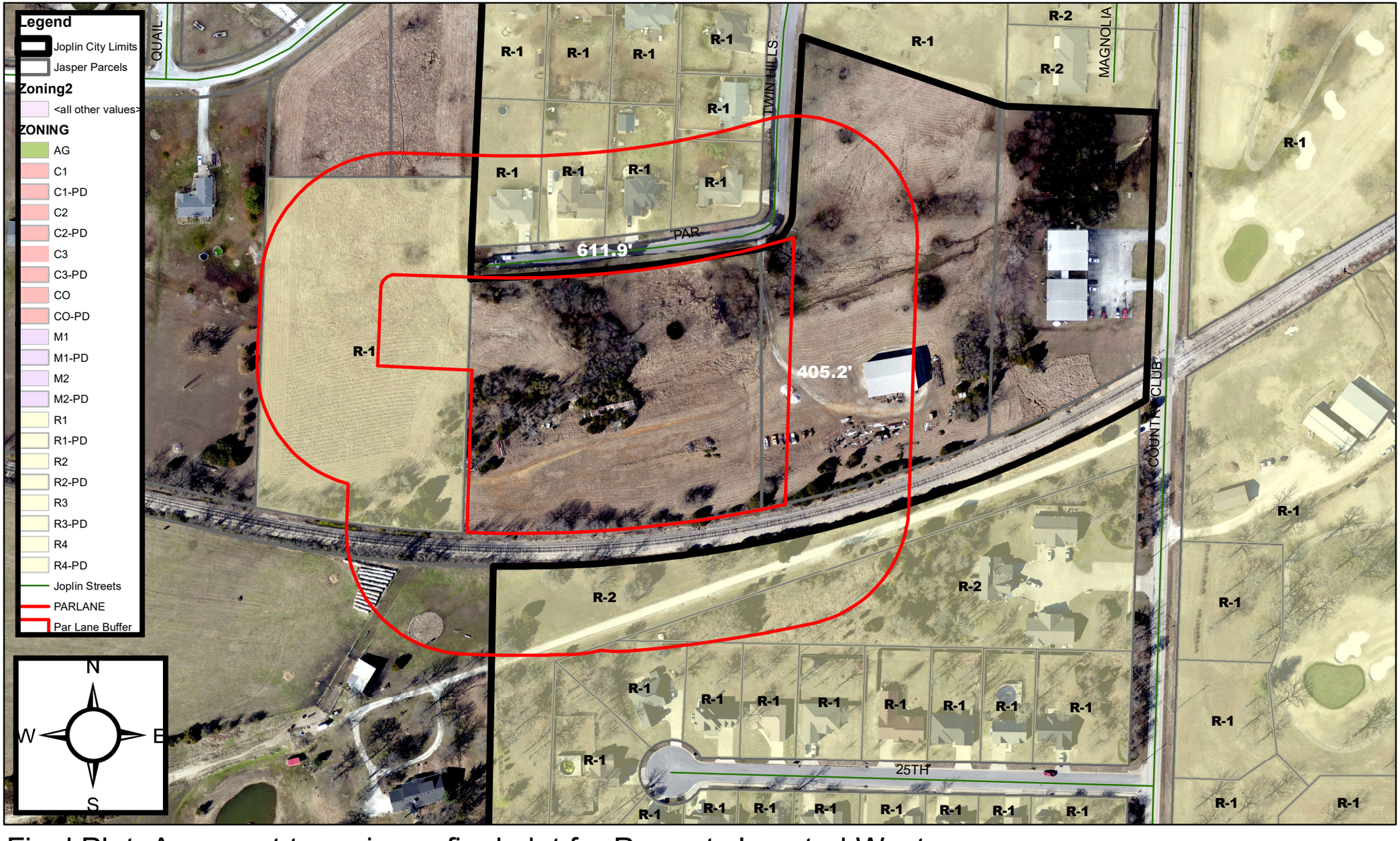
Stewart & Neece Land Surveying Company
Since 1922 Joplin, Mo.


STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone 417-624-6321 Fax 417-624-6363


Final Plat For:
4-State Builders

| | | |
|---|---|---|
| DRAWN: Aligood | DATE: 6-29-22 | ADDRESS: Par Lane Joplin, Missouri |
| APPROVED: RCN | 8/1/19 10-27-22 | |
| SCALE: 1"=50' | FILE NAME: ParLane2nd | CERT OF AUTHORITY: LSC-2019012803 |

# Case 007-23 - Final Plat




Final Plat- A request to review a final plat for Property Located West of S Twin Hills Dr and South of W Par Ln – 4 State Builders

0 70 140 280 420 560 Feet

P & Z Case 007-23
4 State Builders
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-258 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane 2nd Addition located at property West of S Twin Hills Dr and South of W Par Ln, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located at property West of S Twin Hills Dr and South of W Par Lane, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

A PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, AND LOT NUMBER FOURTEEN (14) IN PAR LANE ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13) IN CREST VIEW SUBDIVISION 2ND ADDITION, THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD SOUTH 79 DEGREES, 20 MINUTES, 29 SECONDS EAST 86.56 FEET, THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1991.72 FEET AND AN ARC LENGTH OF 247.02 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES, 50 MINUTES, 23 SECONDS EAST 246.86 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER ELEVEN (11) IN PAR LANE ADDITION SAID POINT BEING THE PINT OF BEGINNING, THENCE NORTH 01 DEGREES, 46 MINUTES, 04 SECONDS EAST ALONG THE EAST LINE OF PAR LANE ADDITION 246.42 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER (14) IN PAR LANE ADDITION, THENCE NORTH 87 DEGREES, 24 MINUTES, 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT FOURTEEN (14) 143.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT FOURTEEN (14) , THENCE NORTH 02 DEGREES, 35 MINUTES, 06 SECONDS EAST 119.52 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES, 09 MINUTES, 20 SECONDS EAST 29.07 FEET, THENCE SOUTH 88 DEGREES, 23 MINUTES, 31 SECONDS EAST 121.87 FEET TO THE NORTHEAST CORNER OF SAID LOT NUMBER (14), THENCE ALONG THE SOUTH LINE OF PAR LANE ALONGA A CURVE TO THE LEFT HAVING A RADIUS OF 1493.80 FEET AND A N ARC LENGTH OF 490.23 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 82 DEGREES, 58 MINUTES, 27 SECONDS EAST 488.03 FEET, THENCE SOUTH 01 DEGREES, 49 MINUTES, 29 SECONDS WEST 405.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS

OF 1880.05 FEET AND AN ARC LENGTH OF 486.66 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES, 58 MINUTES, 11 SECONDS WEST 485.30 FEET TO THE POINT OF BEGINNING CIONTAINING 4.81 ACRES MORE OR LESS.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Resolution 2023-002 – FY 2019 CDBG and HOME Action Plan Third Substantial Amendment.

**MEETING DATE**
February 21, 2023

**REVIEWED BY**
Director of Planning Development and Neighborhood Services - Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, Assistant City Manager – Tony Robyn, City Manager – Nicholas Edwards

**SUMMARY**
The following is a resolution that authorizes the filing of a substantial amendment to the One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2019 to include additional activities for the CDBG-CV allocation.

**The only changes to the plan are with respect to the CDBG-CV program. The 2019 HOME & CDBG programs previously approved are completed and funds have been spent.**

**BACKGROUND**
As authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, the City of Joplin has received a special allocation of Community Development Block Grant (CDBG-CV). In accordance with the Citizen Participation Plan and the Code of Federal Regulations, the funding of new programs constitute a substantial amendment to the fiscal year 2019 One Year Action plan previously approved. Funded programs can be found on the summary of the amended plan and include public services, and administration.

The total amount of CDBG-CV remaining in the 2019 Action Plan Substantial Amendment is. $556,825.00.

**ATTACHMENTS**
2019 CDBG & HOME Action Plan Substantial Amendment
Resolution No. 2023-002




# City of Joplin, Missouri
# Community Development Block Grant
# And HOME Partnership
# Investment Program

# FY2019

## ACTION PLAN

## THIRD

## SUBSTANTIAL AMENDMENT



OMB Control No: 2506-0117 (exp. 06/30/2018)

# FY2019 ACTION PLAN QUICK GLANCE

## AVAILABLE RESOURCES

| | |
|---|---|
| COMMUNITY DEVELOPMENT BLOCK GRANT: | **$547,918.00** |
| COMMUNITY DEVELOPMENT BLOCK GRANT CDBG-CV: | **$611,825.00** |
| HOME INVESTMENT PARTNERSHIP: | **$438,735.00** |

## ANNUAL GOALS AND OBJECTIVES

### PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

| | |
|---|---|
| HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION) | **4+ UNITS** |
| HOMEOWNER HOUSING REHABILITATED | **4-6 UNITS** |

### IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($310,000 IN SIDEWALK IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

### IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

| | |
|---|---|
| HOMELESSNESS REPORTING AND PREVENTION | **200 PEOPLE** |

## PROJECTS

## CDBG PROGRAM $547,918.00

### INFRASTRUCTURE IMPROVEMENTS IN NID IV $396,334.40

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities.

### COORDINADED ENTRY PROGRAM $ 25,000.00

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

### HOMELESS COALITION HMIS FUNDING $ 17,000.00

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

### PUBLIC SERVICE GRANT - CDBG-CV $ 489,460.00

Public Services of area agencies will be enhanced in response to Covid-19 pandemic.

### ADMINISTRATION AND PLANNING $ 109,583.60

### ADMINISTRATION AND PLANNING CDBG-CV $ 122,365.00

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. CDBG-CV funds used for needs assessment following pandemic and eligible pandemic response planning activities such as broadband implementation.

## HOME INVESTMENT PARTNERSHIPS PROGRAM $438,735.00

### HOUSING REHABILITATION ACTIVITIES $ 110,000.00

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.

### CHDO ACTIVITIES $219,051.25

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

| PROGRAM ADMINISTRATION ACTIVITIES | **$ 109,683.75** |
|---|---|

Pro-rata share of Planning/ Community Development staff and overhead. Using HUD waiver as part of the CARES Act Admin has been increased to 25%.

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The FY 2019 Action Plan identifies projects and activities meant to address the needs and goals of the 2015-2019 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year. This is the last Action Plan under the current consolidated plan.

### 2. Summarize the objectives and outcomes identified in the Plan

The plan lays out a number of projects meant to address the needs identified in the most recent Consolidated Plan. These projects include:

- Neighborhood Revitalization Activities (Infrastructure Improvements, specifically sidewalks)
- Public Services Activities (HMIS funding, Coordinated Entry Program)
- Housing Rehabilitation Activities
- CHDO New Construction
- Neighborhood Plan for East Town neighborhood

Maps showing the Geographic Extent of proposed activities is included in Attachment B.

### 3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and

public service projects. In this final year of the 2015-2019 Consolidated Plan the City will emphasize increasing the pipeline of affordable housing starts.

### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The participation process for developing this One Year Action Plan included:

- Two advertised public meetings (January 17, 2019 and February 28, 2018 at Joplin City Hall)
- Two 30-day public comment period (January 18 - February 18, 2019 & March – April 1, 2019)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 15, 2018 City Council Meeting; Council approved the plan via resolution at this meeting.

Attendance registers and proof of public notice are included in Attachment A.

### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One emailed public comment was for CDBG façade grants to be used for professional services to avoid Davis Bacon wages.

### 6. Summary of comments or views not accepted and the reasons for not accepting them

Comment on CDBG Façade Grants was rejected for Davis Bacon cannot be avoided on a Federalized project.

### 7. Summary

**No Public Comment was received as part of the Substantial Amendment.**

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| CDBG Administrator | JOPLIN | Planning, Development and Neighborhood Services |
| HOME Administrator | JOPLIN | Planning, Development and Neighborhood Services |

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City of Joplin acts as administrator for all Community Development Block Grant funded projects within the jurisdiction of the City of Joplin and administers all HOME funded projects throughout the jurisdiction of the Joplin HOME Consortia on behalf of all members.

### Consolidated Plan Public Contact Information

Troy Bolander, Director of Planning, Development, and Neighborhood Services

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 510

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

Consultation on the development of the plan began in January 2019 through discussions with current participating sub-recipients. The plan has been further developed through public meetings and public comment.

### Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area and we will be partnering with them to develop strategies by which to remedy this and other problems. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to ensure regular contact and awareness of activates performed by both entities.

### Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. Furthermore, City department staff serve on the Homeless Coalition Board and committees. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area. The Community Development Planner has been added to the Homeless Coalition Board.

The City partially funds the Coordinated Entry Program, implemented by the Homeless Coalition, through Public Service Grants. The group sends monthly reports to the City of Joplin, and their progress in the program is promising. In 2019, the Housing Connect program has completed 53 Assessments, and housed 25 individuals or families.

### Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

**outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; we do not have any control over the allocation of ESG funds. The City primary capacity in allocation of ESG funds and evaluating projects is through Homeless Coalition board membership including City staff and in consultation in developing plans. However, we do provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

## Identify any Agency Types not consulted and provide rationale for not consulting

## Other local/regional/state/federal planning efforts considered when preparing the Plan

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | ECONOMIC SECURITY CORPORATION |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Employment<br>Service-Fair Housing<br>Publicly Funded Institution/System of Care<br>Regional organization<br>Planning organization |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are the city's primary CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies. |
| 2 | **Agency/Group/Organization** | JOPLIN AREA HABITAT FOR HUMANITY |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Service-Fair Housing<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis<br>Lead-based Paint Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs. |
| 3 | **Agency/Group/Organization** | One Joplin |
| | **Agency/Group/Organization Type** | Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-homeless<br>Services-Health<br>Services-Education<br>Service-Fair Housing<br>Business and Civic Leaders<br>Non-Profit Collaborative |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Anti-poverty Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | One Joplin is a coalition, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed. |
| 4 | **Agency/Group/Organization** | Community Housing Resource Board |
| | **Agency/Group/Organization Type** | Housing<br>PHA |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Anti-poverty Strategy<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year. |

| | | |
|---|---|---|
| 5 | **Agency/Group/Organization** | Legal Aid of Western Missouri - Joplin Office |
| | **Agency/Group/Organization Type** | Housing<br>Services-Persons with Disabilities<br>Services-homeless<br>Service-Fair Housing<br>Regional organization<br>LMI Legal Services |
| | **What section of the Plan was addressed by Consultation?** | Anti-poverty Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations to further affordable housing. Legal Aid also is working with One Joplin and the City on Landlord/Tenant education. |
| 6 | **Agency/Group/Organization** | Fuller Area Center for Housing |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Service-Fair Housing<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Fuller Center is an area non-profit affordable housing provider. The City of Joplin is currently expanding methods to assist their organization without using Federal Funds and may provide HOME funds in the future. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | The Homeless Coalition of SWMO | |
| Comprehensive Plan 2012 | The City of Joplin | |
| | | |

**Table 3 – Other local / regional / federal planning efforts**

## Narrative (optional)

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation
**Summarize citizen participation process and how it impacted goal-setting**

The first public hearing on the FY2019 Action Plan was held at the Joplin City Hall on January 17, 2019. Public notice was published within the Joplin Globe on January 3, 2019 and on www.joplinmo.org.

The second public hearing on the FY2019 Action Plan was held in the Fifth Floor Study of City Hall on February 13, 2019 from 5:00 pm - 6:00 pm. Public notice was published in the Joplin Globe on February 13, 2018.

Public comments on the draft plan was accepted through two comment periods, January 18th-February 18th and March 1st – April 1st, 2019.

The final Action Plan was presented to Joplin City Council on April 15, 2019.

The May 2020 notice of major amendment was posted in the publication of record, The Joplin Globe, on May 5th, 2020. A five-day public comment period commenced twenty-four hours from posting on May 6th – May 11th, 2020.

The major amendment was presented to Joplin City Council on May 18, 2020.

The December 2020 notice of second major amendment was posted in the publication of record, The Joplin Globe, on November 22nd, 2020. A five-day public comment period commenced twenty-four hours from posting on November 23rd – November 27th, 2020.

The major amendment was presented to Joplin City Council on December 21, 2020.

Notice of Third Substantial Amendment was posted in the publication of record, The Joplin Globe, on January 20th, 2023. A thirty-day public comment period commenced twenty-four hours from posting on January 21st - February 20th, 2023.

Substantial amendment was presented to Joplin City Council on February 21st, 2023.

**Citizen Participation Outreach**

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | Public Meeting | Non-targeted/broad community<br><br>Sub-Recipients and non-profits | City Staff met with community stakeholders, residents, and non-profit partners to discuss goals, previous year outcomes, and potential actions to take within the upcoming program year on two occasions. | Discussion centered around housing and infrastructure. Specifically, persons present discussed neighborhood revitalization and greater return on investment within distressed communities. As a result, the City's focus will be to accomplish the most impact with the least amount of public dollars. | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Newspaper Ad | Non-targeted/broad community<br><br>Sub-recipients and non-profits | Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits. | | | http://www.joplinglobe.com/ |
| 3 | Public Hearing | Non-targeted/broad community | City Staff presented the final draft of the 2019 Annual Action Plan to City Council for Approval. Council authorized staff to file the action plan with the Department of Housing and Urban Development by resolution. | Council asked questions regarding the programs, funding justifications, and need areas. No citizens voiced concerns or provided commentary. | | |
| 4 | Internet Outreach | Non-targeted/broad community | Resulted in one comment received through email. | Wanted to use façade grants for professional services | Desire of comment was to avoid prevailing wage and federalizing the project. | https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications |
| | | | | | | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| | | | | | | | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 547,918 | 0 | 0 | 547,918 | 547,918 | On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents. |
| HOME | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 462,141 | 0 | 0 | 462,141 | 700,000 | On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities. |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Other** | **public - federal** | **Admin and Planning Economic Development Homebuyer assistance Homeowner rehab Housing Public Improvements Public Services Other** | **0** | **0** | **0** | **11,951,000** | **11,951,000** | **This is an estimated amount of CDBG-DR II funds available during the reporting period. The funds are being drawn on a rolling basis.** |
| **Other** | **public - federal** | **Admin and Planning Public Services** | **611,825** | | | **611,825** | **611,825** | **CDBG-CV Funds to be used for planning and administration as well as public services** |

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Finding qualifying homebuyers has been a challenge for the program. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of

program participants by qualifying homebuyers. The Community Development office is also working to clean title on County owned lots to assist in the provision of buildable lots for affordable housing developers.

Another significant source of funding is the City of Joplin's CDBG-DR Round I and II Allocations. Current information on the status of projects and funding can be found at: http://mo-joplincdbgdr.civicplus.com/ However, the City of Joplin's Entitlement and HOME programs do not directly work in the Disaster Area so as to focus on neighborhood redevelopment and avoid duplication of efforts.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.6 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements.

### If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is examining change in policy to donate lots to non-profits or other stakeholders for projects or development.  Currently the City is identifying a hand-full of sites for this purpose. There are many City lots located in target areas for community development. The City is cleaning titles for the purpose of housing. The City is also coordinating with the County to acquire lots in the County Trust.

### Discussion

Using the City's annual allocations over the course of the next year, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus for the Action Plan reporting period is the East Town Neighborhood. The City will continue to fund infrastructure projects and encourage its subrecipients to direct housing funding to the neighborhood until the end of this Consolidated Plan.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership and very few if any of the homeowner rehab applicants fall into the extremely low-income category. When an extremely low-income household applies to the homeowner rehab program, they are prioritized based on need. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

## Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| 1 | Provide safe, decent affordable housing | 2015 | 2019 | Affordable Housing | Census Tract 106<br>Census Tract 101 | Safe Decent Affordable Housing | HOME: $415,927 | Homeowner Housing Added: 6 Household Housing Unit<br>Homeowner Housing Rehabilitated: 4 Household Housing Unit |
| 2 | Improve Infrastructure and Encourage Economic Dev. | 2015 | 2019 | Non-Housing Community Development | Census Tract 101<br>Citywide | Public Infrastructure and Facility Improvements | CDBG: $447,948<br>HOME: $0 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted<br>Facade treatment/business building rehabilitation: 2 Business<br>Jobs created/retained: 42 Jobs<br>Businesses assisted: 1 Businesses Assisted |
| 3 | Improve Livelihood through Public Service Activity | 2015 | 2019 | Affordable Housing<br>Public Housing<br>Homeless<br>Non-Homeless Special Needs<br>Non-Housing Community Development | Census Tract 110<br>Census Tract 106<br>Census Tract 101<br>Main Street<br>Census Tract 108 | Public Services for Low Income and Special Needs | CDBG: $52,000 | Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted<br>Homelessness Prevention: 200 Persons Assisted |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| 1 | **Goal Name** | Provide safe, decent affordable housing |
| | **Goal Description** | New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household. |
| 2 | **Goal Name** | Improve Infrastructure and Encourage Economic Dev. |
| | **Goal Description** | Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs. |
| 3 | **Goal Name** | Improve Livelihood through Public Service Activity |
| | **Goal Description** | Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program and neighborhood clean-up will receive an allocation to maintain that activity. |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City of Joplin has identified a total of 6 projects. Included in the CDBG and HOME Administration and Planning is a neighborhood plan for the East Town neighborhood.

**Projects**

| # | Project Name |
|---|---|
| 1 | Public Service Activities |
| 2 | 2019 Homeowner Rehabilitation |
| 3 | 2019 CHDO Activities |
| 4 | Public Infrastructure |
| 5 | CDBG Administration and Planning |
| 6 | Home Administration and Planning |
| 7 | CDBG-CV Planning & Admin |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. In this Action Plan public service activities are prioritized by need and the number of organizations benefiting from a single activity.

Amended: Special Allocation of CDBG-CV will be prioritized to address the economic and health impact of the Covid-19 pandemic. Additional funds will be used to address the increase in need for public services and provide economic relief due to businesses within the jurisdiction of the City of Joplin.

Using Waiver made available in the April 10,2020 Joh Gibbs Memo "Availability of Waivers and Suspension of the HOME Program Requirements in Response to COVID-19 Pandemic" additional HOME admin funds will be allocated up to 20% of the grant.

Third Amendment: Action plan amended to focus on public services and eligible planning & administrative costs.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| 1 | **Project Name** | Neighborhood Improvements |
| | **Target Area** | Census Tract 101 |
| | **Goals Supported** | Improve Infrastructure and Encourage Economic Dev. |
| | **Needs Addressed** | Public Infrastructure and Facility Improvements |
| | **Funding** | : |
| | **Description** | Funding for 2018 infrastructure projects within the East Town Neighborhood |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The neighborhood consists of 1700 persons. |
| | **Location Description** | See map of the neighborhood in the attachment to this plan. |
| | **Planned Activities** | This activity will be to provide sidewalk within the East Town neighborhood. |
| 2 | **Project Name** | Public Service Activities |
| | **Target Area** | Census Tract 101<br>Citywide |
| | **Goals Supported** | Improve Livelihood through Public Service Activity |
| | **Needs Addressed** | Public Services for Low Income and Special Needs |

| | | |
|---|---|---|
| | **Funding** | CDBG-CV: $489,460.00 CDBG: $57,000.00 |
| | **Description** | public Service Activities to serve vulnerable populations within the City of Joplin |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Through funding for the Homelessness Management Information System and Coordinated Entry Program the City of Joplin will be assisting in the prevention of homelessness, sheltering and rehousing of vulnerable populations. The last point in time count resulted in approximately 275 homeless in the City. |
| | **Location Description** | Coordinated Entry serves the homeless and at-risk populations Citywide and the neighborhood cleanup will take place in the low income neighborhood of East Town. |
| | **Planned Activities** | Activities include funding for Homelessness Management Information System and Coordinated Entry. Public Services will be expanded in response to those generally affected by the Covid-19 pandemic. |
| **3** | **Project Name** | CDBG Planning and Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing<br>Improve Infrastructure and Encourage Economic Dev.<br>Improve Livelihood through Public Service Activity |
| | **Needs Addressed** | |
| | **Funding** | CDBG: $109,583.60 CDBG-CV: $122,365.00 |
| | **Description** | |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | |
| | **Location Description** | |

| | | |
|---|---|---|
| | **Planned Activities** | Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood. Additional planning and administration will be expended in the planning and implementation in response to Covid-19 for eligible activities such as broadband planning. |
| **4** | **Project Name** | 2018 ESC Rehabilitation |
| | **Target Area** | Census Tract 101<br>Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing |
| | **Needs Addressed** | Safe Decent Affordable Housing |
| | **Funding** | HOME: $110,000 |
| | **Description** | Rehabilitation of owner occupied home of qualifying household by Economic Security Corporation, a local non-profit partner. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 4 low income households will be assisted with this program. Low/moderate applicants will be assisted if low income household applicants are already assisted. |
| | **Location Description** | This program will operate throughout the Joplin Consortium. Priority will be given to applicants in the East Town neighborhood. |
| | **Planned Activities** | Rehabilitation of eligible single family households. |
| **5** | **Project Name** | 2019 CHDO Activities |
| | **Target Area** | Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing |
| | **Needs Addressed** | Safe Decent Affordable Housing |

| | | |
|---|---|---|
| | **Funding** | HOME: $262,047.50 |
| | **Description** | A Community Development Housing Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 6 low/moderate income families will be assisted with proposed activities. |
| | **Location Description** | These activities will take place throughout the Joplin Consortium. |
| | **Planned Activities** | Development of up to 6 single family homes. |
| **6** | **Project Name** | HOME Administration and Planning |
| | **Target Area** | Citywide |
| | **Goals Supported** | Provide safe, decent affordable housing<br>Improve Infrastructure and Encourage Economic Dev.<br>Improve Livelihood through Public Service Activity |
| | **Needs Addressed** | Safe Decent Affordable Housing<br>Public Infrastructure and Facility Improvements<br>Public Services for Low Income and Special Needs |
| | **Funding** | HOME: $87,747 |
| | **Description** | Pro-rata share of planning and administrative costs for planned activities |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | |
| | **Location Description** | |

| | | |
|---|---|---|
| | **Planned Activities** | Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood. |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has several census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106, 108, and 110. Public improvements for FY 2018 will be concentrated in tract 101, more specifically in the East Town neighborhood. Utilizing HOME funds, several housing projects will be in this area to make more comprehensive improvements within the tract. Additional HOME projects will be located within the Consortia area.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| Census Tract 110 | |
| Census Tract 106 | |
| Census Tract 101 | 80 |
| Main Street | |
| Census Tract 108 | |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

By concentrating a large portion of our funds on a specific area, we can make a more profound impact. East Town is an area that has been identified as high need by city staff and residents who currently reside in the area.

### Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects are underway and are meant to stabilize the target area on a long-term horizon.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 200 |
| Non-Homeless | 12 |
| Special-Needs | |
| Total | 212 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | |
| The Production of New Units | 5 |
| Rehab of Existing Units | 6 |
| Acquisition of Existing Units | |
| Total | 11 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The yearly goal for the City of Joplin is to be able to provide housing assistance to as many families as possible. Through the construction of new and rehabilitation of old housing inventory, we hope to further affordable housing for citizens.

## AP-60 Public Housing – 91.220(h)

### Introduction

The Joplin Public Housing Authority currently manages 168 public housing units and oversees 435 Section 8 Vouchers. The Housing Authority upkeeps their units to an exceptional standard and ensures Section 8 landlord's compliance. The City of Joplin does not directly oversee or manage the Housing Authority.

### Actions planned during the next year to address the needs to public housing

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. The City has recently entered into agreement with Economic Security Corporation for $4,000,000.00 of CDBG-DR assistance to construct very-low income elderly bungalows, that will be accepting vouchers administered by the public housing authority.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits. The Housing Authority and the Community Development Office hope to refer one to two Housing Authority residents to become homeowners through CHDO activities within the next reporting period. This intention to provide CR homebuyer assistance as part of CHDO activity underwriting should help qualify least-well off public housing residents that are determined to be good candidates for homeownership. The One Joplin Coalition is currently piloting a landlord/tenant education program. The Public Housing Authority has been invited to refer tenants to training.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is not designated as troubled.

### Discussion

The Joplin Public Housing Authority Director meets quarterly with the Community Development Office to inform both organization on ongoing operations. This is achieved through both the Community Development Planner and the Public Housing Director serving on the Community Housing Resource Board.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. The number assisted has increased, however the last point-in-time count has shown an increase in the unsheltered. Upon completion of follow-up survey, the coalition found that an unusual number of homeless are not from the area as compared to previous years.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, requested funds through the public service grant process to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. The subcommittee decided that due to the importance of this system, it should be funded on an annual basis, rather than making the coalition re-apply through the public service competition each year. The Coordinated Entry Program is the point of contact with the homeless in assessing need. Due to the importance of this service, the program is also to be funded annually.

**The Homeless Coalition provided the following information regarding their services:**

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

Coordinated Entry assesses homeless need and refers homeless or at risk homeless to appropriate service providers.

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who are living unsheltered. One method will be to host two Project Homeless Connect events per year. (January and July) The events will be advertised through local social service agencies and meal sites. They are set up as a one stop shop event offering information, resources, giveaways, and services on site. All people attending Project Homeless Connect events will be surveyed. The survey collects information about

length of homelessness, reasons for homelessness, and tracks a number of indicators.

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

### Addressing the emergency shelter and transitional housing needs of homeless persons

As part of the Continuum of Care the Homeless Coalition regularly analyses gaps in homeless need and services. One area needing increased level of service is emergency shelter and transitional housing. To that end Watered Gardens (Coalition Shelter) is establishing a new facility in the former Washington Elementary School for women with children.

The current emergency shelter providers are:

Restoration Life, Souls Harbor, Watered Gardens, Carthage Crisis Center

The current transitional housing providers are:

The H.O.U.S.E. Inc., Economic Security Corporation, Lafayette House, Carthage Crisis Center

Homeless persons receive referral to providers through Coordinated Entry.

### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the established Continuum of Care, the Homeless Coalition employs a Point in Time count, and a Housing Inventory Count to specially identify and house/shelter the chronically homeless, families with children, veterans and unaccompanied youth. Veterans, families with children and unaccompanied youth are tracked monthly and prioritized.

**The Homeless Coalition established committees to address chronically homeless, families with children, veterans and unaccompanied youth:**

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant

Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Coalition Members and area service providers refer at risk of homelessness households to Coordinated Entry. Area service providers include non-profit thrift stores, local hospitals, MO Career Center, Veterans Affairs, the Joplin Health Department and Community Development Office, Preferred Family Healthcare providers and Legal Aid of Western Missouri.

Current homeless prevention service providers include Catholic Charities, Economic Security Corporation, Legal Aid, Bright School District, Futures, Children's Haven, Lafayette House, the Salvation Army and Crosslines.

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction.

**Discussion**

The Homeless Coalition has made great strides in their services and programming since the implementation of the Housing Connect Program. The Coalition has better input from Coalition members and the community at large. In their partnership with the City and area service providers, particular focus will be placed on prevention activities. Specifically, through an existing coalition of area non-profits known as One Joplin, the City will work with area non-profit and for-profit service providers to ensure that persons are not discharged or released into vulnerable situations. Potential partners include the Housing Authority, Freeman Hospital, Mercy Hospital, and Ozark Center.

Non-housing, special needs populations are at the most risk of becoming homeless. In the upcoming year, the City will provide funding towards the Homeless Coalition's HMIS and Coordinated Entry Programs. Coordinated Entry will help those who are risk of becoming homeless be diverted into stable housing or referred to proper service providers.

## AP-75 Barriers to affordable housing – 91.220(j)

**Introduction:**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City has made some progress on objectives laid out in its Analysis of Impediments to Fair Housing. The City is evaluating the current Surplus Land Policy to make available to affordable housing developers and non-profits lands currently in possession of the City. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Code updates will be addressing setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had difficulty in landlords accepting housing choice vouchers. The City of Joplin has entered into agreement with Economic Security Corporation for $4,000,000 of CDBG-DR assistance in the construction of low-income elderly bungalows. This development will be accepting vouchers administered by the Public Housing Authority.

**Discussion:**

The City of Joplin has updated the Citizen Participation Plan to be compliant with the implementation of the Assessment of Fair Housing. While implementation of the Assessment of Fair Housing has been delayed by the Department of Housing and Urban Development, and likely not going to be a requirement of the 2020 Joplin Consolidated Plan, the City of Joplin and the Joplin Public Housing Authority are prepared to collaborate when the requirement for the assessment is enforced.

## AP-85 Other Actions – 91.220(k)

**Introduction:**

### Actions planned to address obstacles to meeting underserved needs

FY2019 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

### Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. Cleaning title on County owned lots will begin a small land bank for affordable housing. Through collaboration with the One Joplin Coalition the City and One Joplin have launched a landlord/tenant education program funded by a grant from the Missouri Foundation for Health. This is intended to decrease the number of evictions in affordable rentals in the city due to better rental practices.

### Actions planned to reduce lead-based paint hazards

Lead testing is required for rehabilitation programs. Participating organizations will follow current HUD lead-based paint regulations. In addition, every six months, Economic Security Corporation randomly audits one of its projects to verify compliance. A copy of the City's current Lead-Based Paint policies is included in the plan appendices.

### Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the next consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

### Actions planned to develop institutional structure

The City has expanded involvement with One Joplin, a coalition of non-profits within the City. One Joplin is increasing collaboration and beginning to conceive of low-income and poverty focused projects, both in services and housing. Partnership with this group will help with outreach and programming and allow for excellent delivery of services despite decreasing funding. The City Manager is City staff representative to the One Joplin steering team and the Community Development Planner is co-chair on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team

Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program. This year One Joplin has launched a landlord/tenant education program with the goal of leading to housing policy updates in the future.

### Actions planned to enhance coordination between public and private housing and social service agencies

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The City Manager sits on the steering team of One Joplin. The Joplin Community Development Planner co-chair on the Poverty Team and sits on the Housing Sub-Committee. The City will continue its partnership with ESC and Habitat for Humanity as CHDO's using HOME funds.

### Discussion:

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

**Introduction:**

### Community Development Block Grant Program (CDBG)
### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

### Other CDBG Requirements

1. The amount of urgent need activities - 0

### HOME Investment Partnership Program (HOME)
### Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City through sub-recipients offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer's subsidies to allow affordable homes to low- and moderate-income homebuyers through the CHDO activity. Homebuyer assistance through CHDO's are offered through the CHDO and do not exceed the 10% threshold for HOME investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for

homebuyer activities as required in 92.254, is as follows:

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

***A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan***

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The owner-occupied rehabilitation activity through ESC imposes a five-year affordability period on all rehabilitations. The affordability period is record as a Deed Restriction and is forgiven after 3 years, if all program requirements are met. Any funds that may be returned will be treated as program income.

The PJ has structured the CHDO's and Joplin Area Habitat for Humanity's recapture provisions based on the amount of HOME assistance that enables the homebuyer to purchase the unit. The period of affordability will be based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. The following chart outlines the funding limits and period of affordability.

When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

***A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan.***

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is

rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently has no plans to use HOME funds for such refinancing.

**Attachment A**

THE JOPLIN
GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona-fide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Rev sed Statutes, 1959. The below listed advertisement appeared in the following issue(s):

| PUBLICATION | EXPIRED DATE | AD CAPTION | #TIMES | AMOUNT |
|---|---|---|---|---|
| THE JOPLIN GLOBE 01/03/2019 | 01/03/2019 | LEGAL 423/PUBLI | 1 | 325.50 |

Robin Stout (Assistant Business Manager)

Subscribed and sworn to before me this 3rd day of

January, 2019

Notary Public

Diana J. Crouch/16016002
02/21/2019



## Please Print

**Public Meeting - CDBG & HOME Program; FY2019 Action Plan**

**Date: January 17, 2019** **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall 5th Floor Study**

| Name: | Agency: | Address: | Phone: | E-Mail Address: |
|---|---|---|---|---|
| CURTIS SCOTT | ESC | 1924 W. 4TH STREET | 417-781-4437 | CSCOTT@ESCSWA.ORG |
| Anna Leonard | One Joplin | 3510 E. 3rd | 620-404-8448 | anna@onejoplin.com |
| Debbie Huff | Joplin Habitat | 520 N. Main St. | 417-782-6533 | Dhuff@joplinhabitat.org |
| Thomas Walters | C of J | 602 S Main | 417-624-0820 | twalters@joplinmo.org |
| MATT MORAN | JOPLIN HOUSING AUTH. | 1934 W 4TH | 417-624-4514 | mmoran@joplinpha.org |
| TAMMY WALKER | ESC | 312 Joplin | 417-781-0852 | twalker@escswa.org |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC NOTICE

City of Joplin Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801
417-624-0820

The City of Joplin is developing a one-year Action Plan (FY 2010) for submission to the U.S. Department of Housing and Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth three (3) basic goals to develop viable urban communities, as: 1) providing decent housing; 2) providing a suitable living environment; and 3) expanding economic opportunities, primarily for low and moderate income persons; 4) eliminating blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2010 is $537,336.00. The estimated amount of HOME funds to be received in fiscal year 2010 is $435,174.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primarily benefit low/moderate income persons.

A public meeting will be held on Thursday February 25, 2010, 6:00 p.m. in the 4th Floor Conference Room located at City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, to explain performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

All Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2010 Action Plan and previous program performance.

The public comment period will begin on Friday, February 19th and end on Monday, April 1st. Any comments received during this period will be considered by the City of Joplin prior to authorizing submission of the plan or release of funds. Comments shall be sent to the planning and community development office listed above or to Tricia Walters at twalters@joplinmo.org. Copies of the draft FY2010 Action Plan will be available at the public meeting, the Action Plan will be on file at the Front Desk (Open Counter) at City Hall located on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Tricia Walters at (417) 624-0820 ext. 389. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417) 624-0820 ext. 450, forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Bolander
Director of Planning, Development and
Neighborhood Services
City of Joplin, Missouri

(1-30)

THE JOPLIN GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed advertisement appeared in the following issue(s):

| PUBLICATION | EXPIRED DATE | AD CAPTION | #TIMES | AMOUNT |
|---|---|---|---|---|
| THE JOPLIN GLOBE 02/14/2019 | 02/14/2019 | LEGAL 490/ACTIO | 1 | 325.50 |

Robin Stout (Assistant Business Manager)
Robin Stout

Subscribed and sworn to before me this 14th day of February, 2019

Diana J. Crouch (Notary Public)
Diana J. Crouch/1st46002
02/21/2019

## Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: February 28, 2019 Time: 5:00 - 6:00 PM Place: Joplin City Hall
5th Floor Study

| Name: | Agency: | Address: | Phone: | E-Mail Address: |
|---|---|---|---|---|
| Thom Wilson | City of Joplin | 602 S Main | 417-624-0820 | twilson@joplinmo.org |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## PUBLIC INPUT FOR THE 2019 ACTION PLAN

**Please share your thoughts and comments to help shape a draft plan (submit additional pages as necessary):**

**Name/Representing:** _____

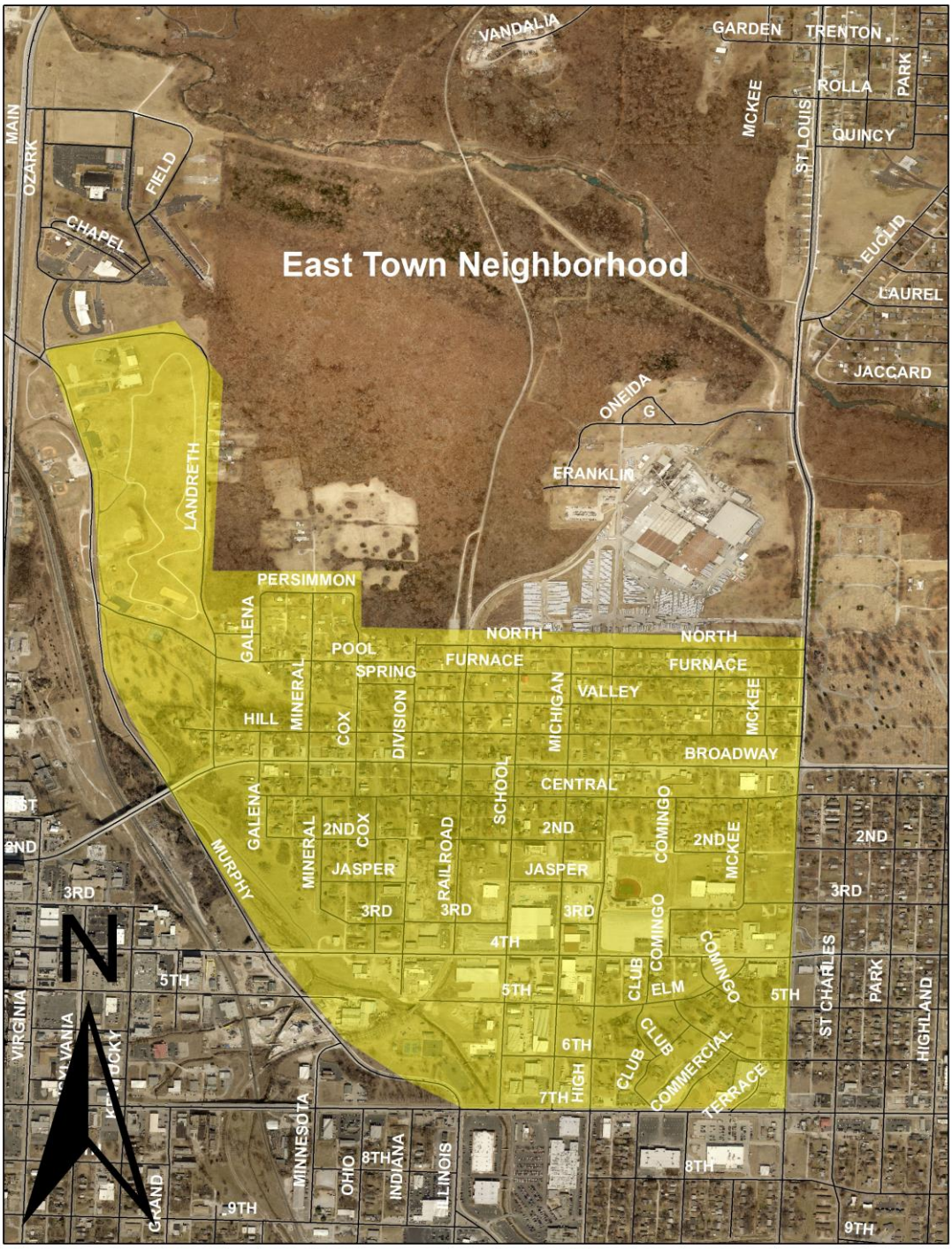
**Email/Phone:** _____

**Please leave your comments in the space provided above or submit any comments to:**

Thomas Walters, City of Joplin Department of Planning, Development, and Neighborhood Services
417.624.0820 ext. 539 OR twalters@joplinmo.org
602 S. Main Street Joplin, MO 64801

**Thank you for your feedback**

**Attachment B**


East Town Neighborhood
VANDALIA
GARDEN
TRENTON
ROLLA
PARK
QUINCY
MCKEE
ST LOUIS
MAIN
OZARK
FIELD
CHAPEL
EUCLID
LAUREL
JACCARD
ONEIDA
G
FRANKLIN
LANDRETH
PERSIMMON
GALENA
POOL
SPRING
NORTH
FURNACE
VALLEY
MICHIGAN
MINERAL
COX
DIVISION
HILL
BROADWAY
CENTRAL
SCHOOL
RAILROAD
COMINGO
2ND
3RD
4TH
5TH
6TH
7TH
8TH
9TH
JASPER
MURPHY
CLUB
ELM
HIGH
COMMERCIAL
TERRACE
ST CHARLES
HIGHLAND
VIRGINIA
MINNESOTA
OHIO
INDIANA
ILLINOIS
GRAND
N

# Section 7 - APPENDIX A - Lead Regulations

# LEAD BASED PAINT
## *(24 CFR PART 35)*
# REFERENCE GUIDE

*(SUB-GRANTEES are to refer to, and comply with, all of the actual lead paint regulations and HOME regulations when lead hazards are involved.The following is only an overview.)*

## A. HUD's Lead-Safety Regulation

Federal Register (Wednesday, September 15, 1999)

Department of Housing and Urban Development
*24 CFR Part 35, et al.*
Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Rule

## B. Exemptions *24 CFR 35.115*

- Post-1977 housing (1978 and newer)
- Zero-bedroom units
- Property certified as lead-based paint free
- Property where lead-based paint was removed
- Disaster Related Emergency & Accessibility actions

*Note: Always get these prior approved by the PJ first.*

## C. Documentation Required

**Notice To Occupants**

- Distribution of the "EPA Lead Hazard Information" Pamphlet to homeowner
- "Notice of Hazard Evaluation" (or presumption) within 15 days and "Notice of Hazard Reduction & Clearance" within 15 days

**Hazard Reduction Work**

- Final scope of work with both lead- and non lead-paint (included in Work Write-Up/Cost Estimate)
- Worker qualifications (must be pre-approved with JC)
- Safe Work Practices at 24 CFR Part 35.1350 observed
- Lead Clearance must be achieved after all rehab work done

**Clearance Report** (after completion of rehab)

- copy of clearance report must be sent to the PJ at time of payment request
- must be performed by a certified paint inspector or risk assessor.

## D. General Procedural Overview

Lead-based paint testing and risk assessment will also be conducted by a qualified SUB-GRANTEE Inspector or, an outside certified lead-based trained inspector should be hired. The presumption of lead-based paint or the lead paint inspection must be performed in all areas of the home (pre-1978) including exteriors of the home.

The scope of work must integrate both "lead" and "non-lead" triggered activities. (Provide preliminary work write-up to Risk Assessor, then incorporate the assessment's findings.)

The entire house must pass a Lead Clearance test. HOME funds must first be allocated to lead stabilization or abatement projects so the house complies with the Lead Safe Housing Rule before other projects can commence. *The exception to this would be accessibility or emergency repair projects.*

**Course of Action:**

1. Determine level of hazard evaluation and reduction *(24 CFR 35.915-930)*
2. Presume lead or evaluate *(option – 24 CFR 35.120),* evaluate recommended
3. Perform paint testing and risk assessment by certified personnel
4. Include in the scope of work for "lead" activities the interim controls and/or abatement recommendations from a risk assessor, and safe work practices for items determined to be lead paint.
5. Determine impact of 'occupant relocation' requirements *(24 CFR 35.1345).*
6. Based on the results of paint testing and/or risk assessment, establish contractor qualifications *(see safe work practices and 35.1325-1330),* safe work practices to be used (including occupant protections), and achieving clearance in bid invitation and contract.
7. Relocate occupants and belongings if containment can not be achieved *(24 CFR Part 35.1345)*
8. Supervise work so that **"Safe Work Practices"** at 24 CFR Part 35.1350 are used: worksite is prepared/contained and occupants and their belongings are protected, prohibited methods of paint removal are not used, specialized cleaning is conducted to achieve clearance. Verification that these practices were observed must be provided to the PJ. This is recommended to take the form of a signed letter/form accompanied by photos that may provide proof of compliance. The occurrence of this monitoring should be no less than 1 verification for every 6 months. (Amended 11/19/12)
9. Property must be inspected by a licensed lead paint inspector, risk assessor, or lead sampling technician and pass the lead clearance evaluation after all rehab work is done.

## E. Lead Hazard Evaluation Methods & Qualifications

1. **Visual Assessment:** A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling, or chipping paint. This assessment does not identify the presence of lead, only the potential danger and is only allowed for projects that do not exceed $5,000. The assessment is performed by either a certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment.

2. **Paint Testing:** entails testing painted surfaces to determine if they contain lead-based paint, using methods such as XRF analyzer or a laboratory analysis. (Note: Paint testing differs from a lead-based paint inspection, which is a surface-by-surface investigation to determine the presence of lead-based paint. Typically, the XRF analyzer is used for an inspection. Because an inspection evaluates all painted surfaces, is more comprehensive than the paint testing.) Paint testing must be conducted by state certified paint inspectors or risk assessors.

3. **Risk Assessment:** is a comprehensive investigation of a dwelling to identify lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. Risk assessment details are summarized in a written report with recommendations for actions. A certified risk assessor must conduct the assessment.

# Summary of Lead-Based Paint Requirements by Activity

| | Rehabilitation | | |
|---|---|---|---|
| | **<$5,000** | **$5,000 - $25,000** | **>$25,000** |
| **Approach to Lead Hazard Evaluation and Reduction** | 1. Do no harm | 3. Identify and control lead hazards | 4. Identify and abate lead hazards |
| **Notification** | Yes | Yes | Yes |
| **Lead Hazard Evaluation** | Paint Testing (of surfaces to be disturbed), Visual Assessment allowed | Paint Testing and Risk Assessment | Paint Testing and Risk Assessment |
| **Lead Hazard Reduction** | Repair surfaces disturbed during rehabilitation | Interim Controls | Abatement (Interim Controls on exterior surfaces not disturbed by rehabilitation) |
| | -Safe work practices<br>-Clearance Required for entire house | -Safe work practices<br>-Clearance Required<br>for entire house | -Safe work practices<br>-Clearance Required<br>for entire house |
| **Ongoing Maintenance** | Notice is suggested. | Notice is suggested. | Notice is suggested. |
| **Options** | Presume lead-based paint<br>Use safe work practices on all surfaces | Presume lead-based paint and/or hazards<br>Use standard treatments | Presume lead-based paint and/or hazards<br>Abate all applicable surfaces |

## F. Lead Hazard Reduction Methods:

1. **Paint Stabilization:** reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal, and repainting or abatement.

2. **Interim Controls:** *(24 CFR 35.1330)* Temporary measures to reduce human exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance, and education programs. Interim control methods require safe practices and include:

   - **Paint stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.

   - **Treatment for friction or impact surfaces** – If lead-based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this work include re-hanging binding doors, installing door stops, or reworking windows.

   - **Treatment for chewable surfaces** – If a child under six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.

   - **Lead-contaminated dust control** – All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, window sills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.

   - **Lead-contaminated soil control** – If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs.

Interim Controls (including Standard Treatments) *(24 CFR 35.1330*): the workers should be trained in accordance with the OSHA Hazard communication requirements (29 CFR 1926-59) or either be supervised by an individual certified as a lead-based paint abatement supervisor, or must have successfully completed on the of following courses:

- LBP abatement worker or supervisor *(40 CFR 745.225)*
- Operations and Maintenance (NETA)
- Remodeler's and Renovator's Lead-Based Paint Training Program" developed by HUD and the National Association of the Remodeling Industry; or,
- An equivalent course approved by EPA or HUD

3. **Abatement:** permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components with lead-based paint, and removing or permanently covering lead-contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Abatement must be conducted by certified abatement workers who successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a State program authorized by EPA, or conducted by EPA.

## G. Safe Work Practices 24 CFR 35.1350

- Prohibited methods- Methods of paint removal listed in Sec. 35.140 shall not be used.
- Occupant protection and worksite preparation- Occupants and their belongings shall be protected, and the worksite prepared, in accordance with Sec. 35.1345.
- Specialized cleaning – After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.

### Prohibited Methods of Paint Removal *(24 CFR 35.140)*

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without HEPA local exhaust control.
4. Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the *Occupational Safety and Health Administration* regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

### Occupant Protection *(24 CFR 35.1345)*

Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved.

Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

- Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
- Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
- Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g.,

exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or

- Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, bathroom and kitchen facilities. (HUD Interpretive Guidance J24 – "The term "interior work" refers to work in a single room. See also R18 and R19.)

The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed. If contaminated, furniture and clothing should be cleaned before returning to the home.

### **Worksite Preparation** *24 CFR 35.1345*

1. The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

2. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

## H. Relocation Guidelines

Relocation may be required for households when the site cannot be contained. The Sub- Grantee must determine if the lead-hazard reduction work will require relocation for the safety of the household. If so, the homeowner must relocate and is responsible for finding a safe place in which to stay. They are also responsible for any costs incurred. This is considered their contribution to the project.

*When is relocation required?*

- If the work site cannot be contained and will create safety, health, or environmental hazards, relocation will be required until all interior work is completed and passes the dust wipe clearance criteria.

- If the resident cannot enter important parts of their home such as the bathrooms or kitchen for several days, they may need to relocate temporarily.

*When is relocation not required?*

- The work will not disturb lead-based paint, create lead dust hazards and soil lead hazards

- The work on the interior of the home will be completed within one period in eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.

- Only the building's exterior is treated; the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward; and a lead-free entry is available.

- Treatment will be completed within five calendar days; the work area is sealed; at the end of each day, the area within 10 feet of the containment area is cleared of debris and cleaned; and, at the end of the day, the occupants have safe access to sleeping areas, a bathroom and kitchen facilities; and treatment does not create other safety, health, or environmental hazards.

- Relocation of elderly occupants (62 and over) is not typically required. Complete disclosure of the nature of work must be provided and informed consent of the occupant is obtained before commencement of work. Children must not be present in the home.

*What constitutes an appropriate relocation unit?*
The Lead Safe Housing Rule requires that the relocation unit be lead-safe. There are two ways to demonstrate the lead-safety of a unit:

- Use post-1978 units
- Perform a clearance examination in the unit to ensure that there is no deteriorated paint or dust hazards
- Commercial units such as hotels are exempt

Work in owner-occupied housing does not trigger the URA (Uniform Relocation Act). However, agencies may choose to adopt optional policies that define "hardship" situations for homeowners and pay certain costs related to the temporary relocation. These costs should be necessary and reasonable. Any such policy must be written and must be applied consistently.

Minimize the relocation time:
- Schedule the work to minimize the time the residents must be out of the home. When scheduling work:
    - The worksite must be properly contained and the resident may never enter during the course of the work.
    - Work areas must pass interim clearance before a resident can reoccupy the home
    - A final clearance is required at the end of the job, even after interim clearances have been done.
- Look for ways to streamline standard rehab procedures to ensure that jobs move more quickly.
- Maintain strict deadlines for contractors to finish the work and pass clearance.

## I. Lead Hazard Criteria

- Deteriorated paint
- Lead in dust (clearance and/or risk assessment)
    - Floors — 40 micrograms/$ft^2$
    - Interior window sills — 250 micrograms /$ft^2$
    - Troughs — 400 micrograms /$ft^2$ (clearance only)

- Lead in soil (risk assessment)
    - Play areas of bare soil — 400 parts per million (ppm)
    - Other soils in remainder of yard — 1200 parts per million (ppm)

## J. Resources on Lead Based Paint Regulations

- HUD's Lead-Safety Regulation – 24 CFR Part 35

"Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999)"

- HUD Interpretive Guidance, April 16, 2001

- HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards

- HUD Office of Healthy Homes & Lead Hazard Control:

Website: http://www.hud.gov/offices/lead Regulation
Hotline: (202) 755-1822 ext 104 E-mail:
lead_regulations@HUD.gov

- The National Center for Lead-Safe Housing: www.leadsafehousing.org

Implementing HUD's Lead-Safety Regulation
Internet Guide to the Rule, Model Documents and Specifications

- The Lead Listing (for HUD): www.leadlisting.org, 1 (888) LEADLIST

Lists companies providing lead services and training opportunities

- The Environmental Network: http://www.environmentalnetwork.com/

Lists companies providing lead services

- EPA: www.epa.gov/opptintr/lead, National Lead Information Center:
  1 (800) 424-5323

- HUD Website on Lead Safe Work Practices:
  http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/leadsafe/keyrequirements/safepractices

(Amended on 11/19/12)

**DECLARATION OF DEED RESTRICTION AND COVENANT**

**THIS DECLARATION OF DEED RESTRICTION AND COVENANT** is made this day of , 20 , by eowner"), the fee simple owner of certain property further described herein.

**RECITALS:**

**WHEREAS**, Homeowner is the beneficiary of expenditure of federal funds amounting to pursuant to the Home Investment Partnership Program ("HOME Program") from the Joplin HOME Consortium, which were used for the acquisition of the residential building on the following described real property in the County of Jasper, State of Missouri (the "Property"):

_____

_____

Also known as:

**WHEREAS**, the Homeowner, as the beneficiary of the expenditure of HOME Program funds, has agreed to record a deed restriction and covenant that runs with the Property to ensure that certain affordability and occupancy requirements are met.

**NOW, THEREFORE**, the following is established as a deed restriction and covenant running with the Property:

1. **Affordability Requirements**. The use of the Property shall comply with the affordability requirements established by the U.S. Department of Housing and Urban Development ("HUD"), which are currently set forth in 24 CFR Section 92.254, including, as follows:

A. Acquisition. Housing that is for acquisition by a family must be single family housing. The housing must have a purchase price that does not exceed 95 percent of the median purchase price for the area [CFR 24 92.254(a)(2)(i)].

B. Period of Affordability. The HOME-assisted housing must meet the affordability requirements for no less than the applicable period. Homeownership assistance HOME amount per-unit is under $_____and is therefore subject to the minimum period of affordability of_____years [CFR 24 92.254(a)(4)].

C. Occupancy Limitations. The Property must be the principal residence of Homeowner and Homeowner's family throughout the period of affordability, unless the property is resold pursuant to Section C. below [CFR 24 92.254(a)(3)].

D. Recapture Provisions. Recapture provisions ensure that the City of Joplin, acting as the Joplin HOME Consortium Participating Jurisdiction (PJ), recoups a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability [CFR 24 92.254(a)(5)]. The recapture rate for the Property is as follows:

The HOME investment amount is to be recaptured on a twenty percent (20%) prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period of years. THEREFORE, the amount to be recaptured is reduced by twenty percent (20%) of the entire HOME investment amount, or , every year the homeowner occupies the housing unit until the___year affordability period has been completed.

The PJ has structured its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)].

2. **Term**. The affordability requirements stated in this Deed Restriction and Covenant shall encumber the Property for_____years, from _____, 20 through and including _____, 20___ ("the period of affordability") and shall not be amended or modified without the express written consent of the City of Joplin (The Participating Jurisdiction for the Joplin Consortium)

3. **Enforcement**. The provisions of this Deed Restriction and Covenant may be enforced by City of Joplin and/or HUD, or appropriate representatives thereof.

| Homeowner: | City of Joplin (PJ): |
| --- | --- |
| _____ | _____ |
| Printed Name | Troy Bolander |
| | Planning and Community Development |

STATE OF MISSOURI )
) ss.
JASPER COUNTY )

On this_____day of_____, _____before me personally appeared_____, a single person to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:_____.

_____
Notary Public

STATE OF MISSOURI )
) ss.
COUNTY OF JASPER )

On this_____day of_____,_____, before me, appeared Troy Bolander, to me personally known, who being by me duly sworn did say that he is the Program Manager of the HOME Program for the City of Joplin, Missouri, a Municipal Corporation, and that said instrument was signed on behalf of said City of Joplin, and said Troy Bolander acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:_____.

_____
Notary Public

RESOLUTION NO. 2023-002

A RESOLUTION authorizing the filing of a Third Substantial Amendment to the Program Year 2019 One Year 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 Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

WHEREAS, the City of Joplin having received $611,825.00 in additional CDBG-CV funds desires to amend said 2019 Action Plan to amend the funding for programs in accordance with the Citizen Participation Plan; and

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

Section 1: That the City of Joplin file a One Year Action Plan Substantial Amendment for fiscal year 2019 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $547,918.00 (Entitlement) and $611,825.00 (CDBG-CV) and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $438,735.00 with the U.S. Department of Housing and Urban Development.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-D Certification to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
CB 2023-105 Construction Agreement for the East Town Infrastructure – Sanitary Sewer, Phase 2 Project

**MEETING DATE**
February 21, 2023

**ORIGINATING DEPT**
Public Works / Engineering

**ATTACHMENTS**
CB 2023-105 Ordinance; Agreement; Bid Summary; Exhibit Map

**REVIEWED BY**
Director of Public Works – Daniel Johnson; Director of Planning and Community Development: Troy Bolander; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager – Tony Robyn; City Manager: Nicholas Edwards

**SUMMARY**
This Council Bill approves a Construction Agreement with Jeff Asbell Excavating and Trucking, Inc., for the East Town Infrastructure – Sanitary Sewer, Phase 2 Project in the amount of One Million, Four Thousand, Eight Hundred Eighty-two and 53/100 Dollars ($1,004,882.53).

**BACKGROUND**
The City has received authorization for the release of funds for the 2021 Community Development Block Grant (CDBG) funding for low and moderate-income neighborhoods. This program includes improvements to sidewalk, streets, curb & gutter, storm water, and sanitary sewer systems in designated neighborhoods. This project focuses primarily on open-trench replacement of existing sanitary sewer mains and lateral piping within the public right-of-way, bringing them up to current code; see the Exhibit Map for reference. Funding was approved for neighborhood infrastructure projects in the 2021 Action Plan. Design for the project was done by City engineering staff, utilizing data received from the CCTV evaluation work performed by Ace Pipe Cleaning, and in conjunction with a previous trenchless project in this area. The project was advertised on January 7, 2023, and bids were opened on February 9, 2023, in accordance with the City of Joplin's procurement policies. Bids were received from 2 contractors; Jeff Asbell Excavating and Trucking was confirmed to be the lowest bidder. The low bid was within 10% of the Engineer's estimate; see the attached Bid Summary for reference. Public Works intends to provide construction administration in conjunction with staff construction inspection and consultant-provided inspection.

**FUNDING SOURCE**
The budget is being amended for this item.

**RECOMMENDATION**
Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for

infrastructure improvements, the availability of equipment, and to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, the agreement needs to be approved as quickly as possible due to public health concerns and material price volatility.

**COUNCIL BILL NO. 2023-105** **ORDINANCE NO.**

AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of One Million, Four Thousand, Eight Hundred Eighty-two and 53/100 Dollars ($1,004,882.53) for the East Town Infrastructure – Sanitary Sewer, Phase 2 project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause;

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating and Trucking, Inc. in the amount of One Million, Four Thousand, Eight Hundred Eighty-two and 53/100 Dollars ($1,004,882.53) for design of the East Town Infrastructure – Sanitary Sewer, Phase 2 project; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing revenue by the total amount of Two Hundred Eighty Thousand Dollars and No Cents ($280,000.00) and by increasing appropriations by the total amount of One Million Four Thousand Eight Hundred Eighty-Three Dollars and No Cents ($1,004.883.00).

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

Section 5. That the City hereby declares this Ordinance, being an ordinance for infrastructure improvements and dealing with appropriations, the availability of equipment, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, the agreement needs to be approved as quickly as possible due to public health concerns and material price volatility.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**AGREEMENT**

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Jeff Asbell Excavating & Trucking, Inc.<br>Address: 9400 State Highway 171<br>CARL JUNCTION, MISSOURI 64834 | |
| Attention: Chris Parker | | Attention: Zach Compton | |
| Department: Public Works- Engineering | | Phone: 417-649-1269 | Fax: |
| Phone: 417-624-0820 | Fax: | East Town Inf.- Sanitary Sewer Phase II | |

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

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

## East Town Infrastructure – Sanitary Sewer Phase, Phase 2

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

**a. Missouri Wage Rate:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

**b. Davis Bacon:** The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted

contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

**Employer's Liability.....** $1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from

claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

**f. Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $1,004,882.53 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

**5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:**
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted, or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**5.1** If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**5.2** By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

**7. General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

**11. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $100 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

**12. Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

**14. Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

**17. Liability and Indemnity**.

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

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

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

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

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

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

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

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

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

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

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Joplin Standard Specifications (Latest Revised Edition)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Four Thousand Eight Hundred and Eighty-Two Dollars and 53/100 ($1,004,882.53) dollars, said amount being subject to any approved addenda or change order.

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

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

under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

**24. Environmental Compliance (24 CFR 85.36(i)(12)):** The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

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

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

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

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

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

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

**27. Anti-Lobbying:** The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**28. Anti-Kickback Back Rules.** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

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

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

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

e. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

**31. Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

**33. Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

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

**34. General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CONTRACTOR will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

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

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

**38. Section 3 of the Housing and Urban Development Act of 1968**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the

Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

**40. Section 110 of the Housing and Community Development Act of 1974**

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

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered.
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

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

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

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

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

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

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

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

**44. Authorized Employees**. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

**45. Interest of Contractor and Employees**. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**46. Conflict of Interest.**

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

**47. Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

**48. CERTIFICATION OF NONSEGREGATED FACILITIES** (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files;

and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

a) If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b) A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

**50. General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**51. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

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

**54. Occupational License.** The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

**55. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

**56. Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

**57. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

**58. Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

**59. Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counterclaims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

**CONTRACTOR**

By: _____

Printed Name: _____

Title: _____

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, herein.

_____

Leslie Haase, Director of Finance

**CITY OF JOPLIN, MISSOURI**

By: _____

Daniel Johnson, Public Works Director

**APPROVED AS TO FORM**

_____

Peter Edwards, City Attorney

**COMMUNITY DEVELOPMENT**

By: _____

Troy Bolander, Planning & Community Development Director

# CONTRACTOR'S BOND NO.
**FOR CITY CONTRACTS**

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of One Million Four Thousand Eight Hundred and Eighty-Two Dollars and 53/100 ($1,004,882.53) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**EAST TOWN INFRASTRUCTURE – SANITARY SEWER, PHASE 2**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

# CONTRACTOR'S BOND NO.
# FOR CITY CONTRACTS

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

CONTRACTOR

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum One Million Four Thousand Eight Hundred and Eighty-Two Dollars and 53/100 ($1,004,882.53) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

**EAST TOWN INFRASTRUCTURE – SANITARY SEWER, PHASE 2**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____

Secretary Surety

Approved this _____ day of

_____, 20____. By

_____

_____ By _____

Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

# BID SUMMARY

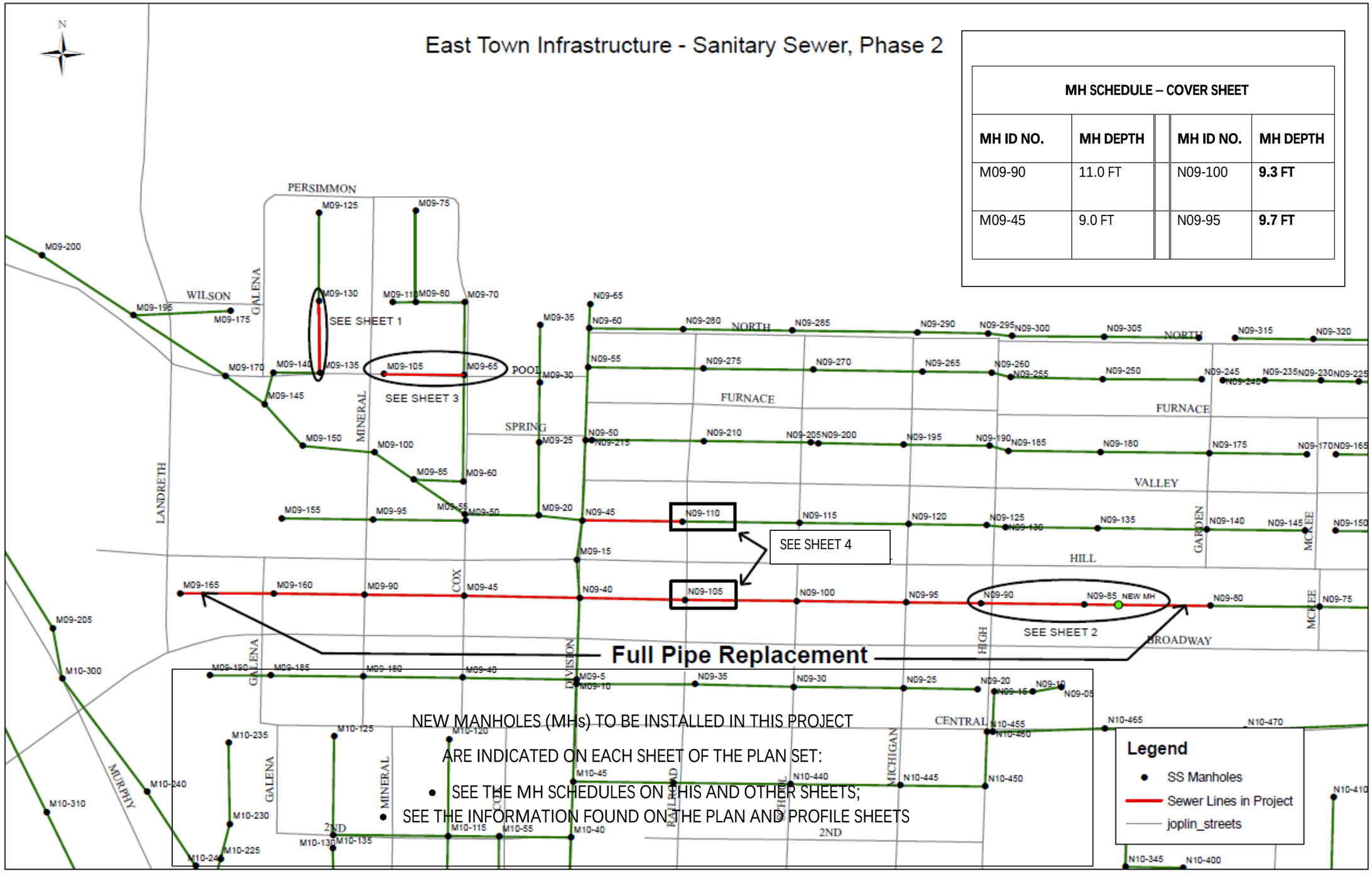
**PROJECT: East Town Infrastructure – Sanitary Sewer, Phase 2**

**DATE OF BID OPENING: February 9, 2023 @ 3:00 pm**

| CONTRACTOR | BID |
|---|---|
| | |
| Jeff Asbell Excavating & Trucking | $ 1,004,882.53 |
| | |
| Bennett | $ 1,192,702 |
| | |
| | |
| Engineering Estimate | $ 921,310 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

# East Town Infrastructure - Sanitary Sewer, Phase 2

| MH SCHEDULE – COVER SHEET | | | |
|---|---|---|---|
| **MH ID NO.** | **MH DEPTH** | **MH ID NO.** | **MH DEPTH** |
| M09-90 | 11.0 FT | N09-100 | **9.3 FT** |
| M09-45 | 9.0 FT | N09-95 | **9.7 FT** |




CB #2023-105 EXHIBIT MAP

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2023-602– An ordinance approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of One Hundred Twenty-Four Thousand, and Twenty Dollars ($124,020.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

**MEETING DATE**
February 21, 2023

**ORIGINATING DEPT**
Police Department

**ATTACHMENTS**
Council Bill 2023-602, MODOT grant paperwork for City Council Signature for **1.** DWI Officers **2.** DWI Enforcement Overtime **3.** Hazardous Moving Violation Enforcement Overtime.

**REVIEWED BY**
Dept. Head: Police Chief Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

**SUMMARY**
This Council Bill approves grant funding from MODOT for 50% of salaries, fringe benefits and overtime costs for two full time DWI officers in the amount of $79,600; overtime costs and fringe benefit costs for Hazardous Moving Violation Enforcement in the amount of $27,000; and overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details in the amount of $17,420.

**BACKGROUND**
The Joplin Police Department's DWI Unit consistently leads the State in DWI arrests when compared to other DWI units that are funded under the same grant. Currently we have one of these positions unfilled due to staffing levels but hope to fill that open position this year. The second grant will be utilized to cover overtime costs and fringe benefits for Hazardous Moving Violation details. These details are used to focus enforcement efforts on Hazardous Moving Violations that occur within the city limits of Joplin. The efforts are focused in high crash locations and they have been instrumental in keeping our crash numbers down each year. We have realized a 4.14% reduction in crashes from 2021 to 2022. The third grant will be utilized to cover overtime costs and fringe benefits for DWI enforcement details.

**FUNDING SOURCE**
Missouri Department of Transportation.

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

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

# CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____ _____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Mayor

# Highway Safety and Traffic Division
# TRAFFIC ENFORCEMENT APPLICATION
## October 01, 2023 through September 30, 2024

(Application due by March 01, 2023)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Agency:** | Joplin Police Dept. | | | | | **Agency ORI#:** | MO0490700 |
| **Address:** | 303 E. 3rd St. | | | | | **Federal Tax ID#:** | 446000196 |
| | | | | | | **DUNS #:** | HRWZCYY8MWJ3 |
| **City:** | Joplin | **State:** | MO | **Zip:** | 64801-2316 | **County:** | Jasper |
| **Phone:** | 417-623-3131 | **Fax:** | 417-623-4604 | | | | |
| **Contact:** | Sgt. Jared Delzell | **Email:** | jdelzell@joplinmo.org | | | | |
| **Jurisdiction:** | Rural | **Jurisdiction Population:** | 54,000 | | | | |
| **Targeted Population:** | Impaired Drivers | | | | | | |

**Project activity for which your agency is requesting funding:**

Impaired Driving

| | | | |
|---|---|---|---|
| **Project Title:** | Dedicated Impaired Driving Enforcement | **Requested Amount:** | $79,600.00 |
| **Brief Description:** | Dedicated Impaired Driving Enforcement | | |

Sloan Rowland
**Authorizing Official**

**Authorizing Official Signature**

Chief of Police
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

The Joplin Police Department investigated 4,791 traffic crashes involving 9,219 vehicles in the city limits from 2020-2022. The City of Joplin includes city streets, several State Highways, and a section of IS 44. Of the 4,791 crashes, 1,044 resulted in a physical injury, and another 30 resulted in a fatality.

Of the 1,074 crashes that resulted in a injury or a fatality, 73, or 7.4%, had drug / alcohol / impairment as a contributing factor. Alcohol was a contributing factor in 125 total traffic crashes in the City of Joplin between 2020-2022. Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2019-2021, there were 292 alcohol involved crashes in Jasper County, ranking 9th in the state. There were 192 alcohol related crashes in Newton County, ranking 17th in the state. For the same period, the City of Joplin recorded 138 alcohol related crashes, ranking 12th in the state. In 2022, the City of Joplin recorded 43 alcohol related crashes.

## GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on our goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 276.8 alcohol-impaired driving involved fatalities by December 31, 2023.

- Arrest Impaired Drivers
  - Educate the public on the danger of impaired driving.
  - Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.
  - Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving

## PROJECT DESCRIPTION

Two Full time officers assigned to the traffic unit will primarily cover 7 days per week focusing on stopping, arresting and charging drivers who are impaired by drugs and alcohol. These officers will work four 10-hour shifts. The primary rotation will be one working weekends and one working week nights with one overlap day to be either Thursday or Friday , depending on a constantly evaluated need. Occasional adjustment may be needed for campaigns or other DWI activities. Officers will primarily work between the hours of 5:00pm and 3:00am as needed for enforcement. Occasional deviation may be warranted for special events.

These Officers will stay up to date on changing campaigns and laws regarding impaired driving and will teach other officer 's better ways to detect and process impairment for a court conviction. They will reach out to the community and provide innovative ways to educate the public about the dangers of drunk or drugged driving.

## SUPPLEMENTAL INFORMATION

| Question | Answer |
|---|---|
| **You must answer the following questions.** | |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to STARS? | Yes |
| 5 Does your agency report MIBRS information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: | |
| 7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application? | Yes |
| 9 If NO, please explain. | |
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | Yes |
| 11 If YES, please explain. | |

After numerous officers resigning in 2021-2022, we currently only have 6 openings. In mid-2022 we had 37 openings that greatly affected our ability to fill shifts. As of the date of application, staffing numbers have greatly improved.

| | |
|---|---|
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 13 If YES, please explain. | |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. | |

After numerous officers resigning in 2021-2022, we currently only have 6 openings. In mid-2022 we had 37 openings that greatly affected our ability to fill shifts. As of the date of application, staffing numbers have greatly improved.

| | |
|---|---|
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year? | No |

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

| | |
|---|---|
| 18 Total number of DWI violations written by your agency. | 298 |
| 19 Total number of speeding citations written by your agency. | 266 |
| 20 Total number of HMV citations written by your agency. | 800 |
| 21 Total number of child safety/booster seat citations written by your agency. | 7 |
| 22 Total number of safety belt citations written by your agency. | 319 |
| 23 Total number of warnings issued. | 8484 |

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

| | |
|---|---|
| 24 Total number of traffic crashes. | 4791 |
| 25 Total number of traffic crashes resulting in a fatality. | 30 |
| 26 Total number of traffic crashes resulting in a serious injury. | 811 |
| 27 Total number of speed-related traffic crashes. | 268 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 9 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 67 |
| 30 Total number of alcohol-related traffic crashes. | 138 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 3 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 35 |
| 33 Total number of unbuckled fatalities. | 7 |
| 34 Total number of unbuckled serious injuries. | 58 |

**Enter your agency's information below.**

| | |
|---|---|
| 35 Total number of commissioned law enforcement officers. | 110 |
| 36 Total number of commissioned patrol and traffic officers. | 65 |

37 Total number of commissioned law enforcement officers available for overtime enforcement. 105

38 Total number of vehicles available for enforcement. 60

39 Total number of radars/lasers. 45

40 Total number of in-car video cameras. 44

41 Total number of PBTs. 31

42 Total number of Breath Instruments. 6

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

12 months per year. Primary focus being on statewide campaigns.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week, with primary enforcement being conducted in line with high complaint / crash volumes, as they may change.

47 Enter the time of day in which enforcement will be conducted.

Enforcement will be conducted seven days per week with special emphasis on the following areas:
- High Crash Locations
- High Crash Times
- High Complaint Areas
- Campaigns

Enforcement will primarily take place between the hours of 1700 and 0300.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

None requested

## PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:

- Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

The Joplin Police Department will comply will all of the above evaluation procedures. We will continue to evaluate our efforts by deploying the full time DWI unit into areas where alcohol related crashes occur as well as locations known through enforcement to have higher numbers of impaired driver arrests.

## ADDITIONAL FUNDING SOURCES

The 2021 Joplin SA Report is attached. The 2022 version will be available sometime in May.

## BUDGET

| Category | Item | Description | Quantity | Unit Cost | Total | Match | Total Requested |
|---|---|---|---|---|---|---|---|
| **Personnel** | | | | | | | |
| | Overtime and Fringe | DWI Officer Overtime and Fringe | 1 | $16,000.00 | $16,000.00 | $8,000.00 | **$8,000.00** |
| | Salary and Fringe | Full time DWI Officer Salary and Fringe | 2 | $71,000.00 | $142,000.00 | $71,000.00 | **$71,000.00** |
| | | | | | **$158,000.00** | **$79,000.00** | **$79,000.00** |
| **Training** | | | | | | | |
| | Professional Development | DWI / DRE Conference | 1 | $600.00 | $600.00 | $0.00 | **$600.00** |
| | | | | | **$600.00** | **$0.00** | **$600.00** |
| | | | | **Total Contract** | **$158,600.00** | **$79,000.00** | **$79,600.00** |

## ATTACHMENTS

| Document Type | Description | Original File Name | Date Added |
|---|---|---|---|
| PDF | PDF Document | 2021 Joplin SA Report -Final.pdf | 02/01/2023 |

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

# CITY COUNCIL AUTHORIZATION

On _____, 20___ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Mayor

**Highway Safety and Traffic Division**
**TRAFFIC ENFORCEMENT APPLICATION**
**October 01, 2023 through September 30, 2024**
(Application due by March 01, 2023)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

| | | | |
|---|---|---|---|
| **Agency:** | Joplin Police Dept. | **Agency ORI#:** | MO0490700 |
| **Address:** | 303 E. 3rd St. | **Federal Tax ID#:** | 446000196 |
| | | **DUNS #:** | HRWZCYY8MWJ3 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City:** | Joplin | **State:** | MO | **Zip:** | 64801-2316 | **County:** | Jasper |
| **Phone:** | 417-623-3131 | **Fax:** | 417-623-4604 | | | | |
| **Contact:** | Sgt. Jared Delzell | **Email:** | jdelzell@joplinmo.org | | | | |
| **Jurisdiction:** | Rural | **Jurisdiction Population:** | | | 54,000 | | |
| **Targeted Population:** | Impaired Drivers | | | | | | |

**Project activity for which your agency is requesting funding:**

Impaired Driving

| | | | |
|---|---|---|---|
| **Project Title:** | DWI Saturation Enforcement | **Requested Amount:** | $17,420.00 |
| **Brief Description:** | DWI Saturation Enforcement | | |

Sloan Rowland
**Authorizing Official**

**Authorizing Official Signature**

Chief of Police
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

The Joplin Police Department investigated 4,791 traffic crashes involving 9,219 vehicles in the city limits from 2020-2022. The City of Joplin includes city streets, several State Highways, and a section of IS 44. Of the 4,791 crashes, 1,044 resulted in a physical injury, and another 30 resulted in a fatality.

Of the 1,074 crashes that resulted in a injury or a fatality, 73, or 7.4%, had drug / alcohol / impairment as a contributing factor. Alcohol was a contributing factor in 125 total traffic crashes in the City of Joplin between 2020-2022. Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2019-2021, there were 292 alcohol involved crashes in Jasper County, ranking 9th in the state. There were 192 alcohol related crashes in Newton County, ranking 17th in the state. For the same period, the City of Joplin recorded 138 alcohol related crashes, ranking 12th in the state. In 2022, the City of Joplin recorded 43 alcohol related crashes.

## GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on our goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 276.8 alcohol-impaired driving involved fatalities by December 31, 2023.

- Arrest Impaired Drivers
  - Educate the public on the danger of impaired driving.
  - Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.
  - Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving.

## PROJECT DESCRIPTION

We will deploy officers to focus on impaired drivers. Our main goal is to arrest impaired drivers and prevent alcohol related crashes.

Officers will be assigned to work overtime on a monthly basis at times that data shows us impaired drivers are likely to be more frequent. Officers will participate in state and national drive sober campaigns. Officers will be highly visible while conducting traffic enforcement.

This funding will be used for enforcement of impaired driving. Officers may also use this funding to investigate and prosecute businesses or individuals that sell alcohol to persons under 21 who could end up driving vehicles on our roadways.

Grant funds to be used to pay for officers overtime and fringe benefits working under this project.
For large scale enforcement events requiring an extra dispatcher, overtime and fringe would be used under this project.

## SUPPLEMENTAL INFORMATION

| Question | Answer |
|---|---|
| **You must answer the following questions.** | |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to STARS? | Yes |
| 5 Does your agency report MIBRS information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: | |
| 7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application? | Yes |
| 9 If NO, please explain. | |
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | Yes |
| 11 If YES, please explain. | |

After numerous officers resigning in 2021-2022, we currently only have 6 openings. In mid-2022 we had 37 openings that greatly affected our ability to fill shifts. As of the date of application, staffing numbers have greatly improved.

| | |
|---|---|
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 13 If YES, please explain. | |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. | |

After numerous officers resigning in 2021-2022, we currently only have 6 openings. In mid-2022 we had 37 openings that greatly affected our ability to fill shifts. As of the date of application, staffing numbers have greatly improved.

| | |
|---|---|
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year? | No |

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

| | |
|---|---|
| 18 Total number of DWI violations written by your agency. | 298 |
| 19 Total number of speeding citations written by your agency. | 266 |
| 20 Total number of HMV citations written by your agency. | 800 |
| 21 Total number of child safety/booster seat citations written by your agency. | 7 |
| 22 Total number of safety belt citations written by your agency. | 319 |
| 23 Total number of warnings issued. | 8484 |

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

| | |
|---|---|
| 24 Total number of traffic crashes. | 4791 |
| 25 Total number of traffic crashes resulting in a fatality. | 30 |
| 26 Total number of traffic crashes resulting in a serious injury. | 811 |
| 27 Total number of speed-related traffic crashes. | 268 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 9 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 67 |
| 30 Total number of alcohol-related traffic crashes. | 138 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 3 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 35 |
| 33 Total number of unbuckled fatalities. | 7 |
| 34 Total number of unbuckled serious injuries. | 58 |

**Enter your agency's information below.**

| | |
|---|---|
| 35 Total number of commissioned law enforcement officers. | 110 |
| 36 Total number of commissioned patrol and traffic officers. | 65 |

37 Total number of commissioned law enforcement officers available for overtime enforcement. 105

38 Total number of vehicles available for enforcement. 60

39 Total number of radars/lasers. 45

40 Total number of in-car video cameras. 44

41 Total number of PBTs. 31

42 Total number of Breath Instruments. 6

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

12 months per year. Primary focus being on statewide campaigns.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week, with primary enforcement being conducted in line with high complaint / crash volumes, as they may change.

47 Enter the time of day in which enforcement will be conducted.

Enforcement will primarily take place between the hours of 4pm and 3am unless special events or crash numbers show an increase in a time outside of these hours.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

ASIV, Intox 8000 and PBT mouthpieces for the continued use of instruments.

## PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:

- Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

The Joplin Police Department will comply will all of the above evaluation procedures. We will continue to evaluate our efforts by deploying the full time DWI unit into areas where alcohol related crashes occur as well as locations known through enforcement to have higher numbers of impaired driver arrests.

Additionally, we will monitor violations of serving to minors, MIP, and other alcohol service violations and conduct enforcement accordingly, as well as proactively

## ADDITIONAL FUNDING SOURCES

The 2021 Joplin SA Report is attached. The 2022 version will be available sometime in May.

## BUDGET

| Category | Item | Description | Quantity | Unit Cost | Total | Match | Total Requested |
|---|---|---|---|---|---|---|---|
| **Equipment** | | | | | | | |
| | BA Simulators | Mouthpieces for breath insturments | 1,000 | $0.33 | $330.00 | $0.00 | **$330.00** |
| | BA Simulators | Dry Gas | 2 | $195.00 | $390.00 | $0.00 | **$390.00** |
| | PBT | PBT | 5 | $340.00 | $1,700.00 | $0.00 | **$1,700.00** |
| | | | | | **$2,420.00** | **$0.00** | **$2,420.00** |
| **Personnel** | | | | | | | |
| | Overtime and Fringe | Officer Overtime, DWI / Youth Alcohol Enforcement. About 200 hours. | 1 | $15,000.00 | $15,000.00 | $0.00 | **$15,000.00** |
| | | | | | **$15,000.00** | **$0.00** | **$15,000.00** |
| | | | | **Total Contract** | **$17,420.00** | **$0.00** | **$17,420.00** |

## ATTACHMENTS

| Document Type | Description | Original File Name | Date Added |
|---|---|---|---|
| PDF | PDF Document | 2021 Joplin SA Report -Final.pdf | 02/01/2023 |

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

# CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

_____
Mayor

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

# Highway Safety and Traffic Division
# TRAFFIC ENFORCEMENT APPLICATION
## October 01, 2023 through September 30, 2024

(Application due by March 01, 2023)

| | | | |
|---|---|---|---|
| **Agency:** | Joplin Police Dept. | **Agency ORI#:** | MO0490700 |
| **Address:** | 303 E. 3rd St. | **Federal Tax ID#:** | 446000196 |
| | | **DUNS #:** | HRWZCYY8MWJ3 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **City:** | Joplin | **State:** | MO | **Zip:** | 64801-2316 | **County:** | Jasper |
| **Phone:** | 417-623-3131 | **Fax:** | 417-623-4604 | | | | |
| **Contact:** | Sgt. Jared Delzell | **Email:** | jdelzell@joplinmo.org | | | | |
| **Jurisdiction:** | Rural | **Jurisdiction Population:** | 54,000 | | | | |
| **Targeted Population:** | All Drivers | | | | | | |

**Project activity for which your agency is requesting funding:**

Hazardous Moving Violation

| | | | |
|---|---|---|---|
| **Project Title:** | HMV Enforcement | **Requested Amount:** | $27,000.00 |
| **Brief Description:** | HMV Enforcement | | |

Sloan Rowland
**Authorizing Official**

**Authorizing Official Signature**

Chief of Police
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years (2016-2020), the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 44 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-seven percent of all Missouri fatalities over the last five years were speed related.

The Joplin Police Department investigated 4,791 traffic crashes involving 9,219 vehicles in the city limits from 2020-2022. The City of Joplin includes city streets, several State Highways, and a section of IS 44. Of the 4,791 crashes, 1,044 resulted in a physical injury, and another 30 resulted in a fatality.

Of the 1,074 crashes that resulted in a injury or a fatality, 76 had excessive speed as a contributing factor. Additionally, in 2021 the Joplin Police Department issued 3,628 citations for hazardous moving violations. Citizen Surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, and traffic signal violations.

The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2019 through 2021, Jasper County responded to 707 speed related crashes and ranked 15th in the state. Newton County worked 557 and ranked 21st in crashes where speed was a factor. Between the years 2019 and 2021 the Joplin Police Department worked 268 speed related crashes and was ranked 28th in the state.

## GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on our goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 362.4 speed related fatalities by December 31, 2023.

It is the goal of the Joplin Police Department to deploy officers on overtime into high crash areas . Officers will contact drivers for various violations with an emphasis on hazardous moving violations, those violations that cause injuries and fatalities. Our focus it to evaluate problem locations and respond with enforcement and education.

## PROJECT DESCRIPTION

Our goal is deploy officers on overtime into high crash areas. Officers will contact drivers for various violations with an emphasis on hazardous moving violations, Those violations that cause injuries and fatalities.

Officers on enforcement will remain visible in these areas.

The Traffic Supervisors will compare crash rates to enforcement and create and direct resources to those area to respond to the crashes. They will also use previous data to deploy enforcement in areas projected to have crash volumes.

Officers will be highly visible in high crash and violation areas to prevent crashes. Social media will be used to inform the public of these efforts.

Grant funds to be used to pay for officers overtime and fringe benifits working under this project.
For large scale enforcement events requiring an extra dispatcher, overtime and fringe would be used under this project.

## SUPPLEMENTAL INFORMATION

| Question | Answer |
|---|---|
| **You must answer the following questions.** | |
| 1 Does your agency have and enforce an internal safety belt policy for all personnel? | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving? | Yes |
| 3 Does your agency report racial profiling data annually? | Yes |
| 4 Does your agency report to STARS? | Yes |
| 5 Does your agency report MIBRS information annually? | Yes |
| 6 Please explain any NO answer(s) to questions 1-5: | |
| 7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application? | Yes |
| 9 If NO, please explain. | |
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | Yes |
| 11 If YES, please explain. | |

After numerous officers resigning in 2021-2022, we currently only have 6 openings. In mid-2022 we had 37 openings that greatly affected our ability to fill shifts. As of the date of application, staffing numbers have greatly improved.

| | |
|---|---|
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 13 If YES, please explain. | |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. | |

After numerous officers resigning in 2021-2022, we currently only have 6 openings. In mid-2022 we had 37 openings that greatly affected our ability to fill shifts. As of the date of application, staffing numbers have greatly improved.

| | |
|---|---|
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? | No |
| 16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year? | No |

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

| | |
|---|---|
| 18 Total number of DWI violations written by your agency. | 298 |
| 19 Total number of speeding citations written by your agency. | 266 |
| 20 Total number of HMV citations written by your agency. | 800 |
| 21 Total number of child safety/booster seat citations written by your agency. | 7 |
| 22 Total number of safety belt citations written by your agency. | 319 |
| 23 Total number of warnings issued. | 8484 |

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

| | |
|---|---|
| 24 Total number of traffic crashes. | 4791 |
| 25 Total number of traffic crashes resulting in a fatality. | 30 |
| 26 Total number of traffic crashes resulting in a serious injury. | 811 |
| 27 Total number of speed-related traffic crashes. | 268 |
| 28 Total number of speed-related traffic crashes resulting in a fatality. | 9 |
| 29 Total number of speed-related traffic crashes resulting in a serious injury. | 67 |
| 30 Total number of alcohol-related traffic crashes. | 138 |
| 31 Total number of alcohol-related traffic crashes resulting in a fatality. | 3 |
| 32 Total number of alcohol-related traffic crashes resulting in a serious injury. | 35 |
| 33 Total number of unbuckled fatalities. | 7 |
| 34 Total number of unbuckled serious injuries. | 58 |

**Enter your agency's information below.**

| | |
|---|---|
| 35 Total number of commissioned law enforcement officers. | 110 |
| 36 Total number of commissioned patrol and traffic officers. | 65 |

37 Total number of commissioned law enforcement officers available for overtime enforcement. 105

38 Total number of vehicles available for enforcement. 60

39 Total number of radars/lasers. 45

40 Total number of in-car video cameras. 44

41 Total number of PBTs. 31

42 Total number of Breath Instruments. 6

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

12 months per year. Primary focus being on statewide campaigns.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week, with primary enforcement being conducted in line with high complaint / crash volumes, as they may change.

47 Enter the time of day in which enforcement will be conducted.

Enforcement will be conducted seven days per week with special emphasis on the following areas:
- High Crash Locations
- High Crash Times
- High Complaint Areas
- Campaigns

Enforcement will primarily take place between the hours of 0700 and 2300, when traffic volumes are at the highest.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

## PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

The agency will compare numbers from previous years of enforcement, and response to traffic crashes to identify problem areas. We will evaluate the enforcement to the data to evaluate the project success in lowering crashes.

Additionally, we will work with stakeholders to evaluate success in problem areas by lowering crashes, Improving quality of life and input to improve workable methods

## ADDITIONAL FUNDING SOURCES

2021 Joplin SA report is attached. The 2022 version will be available sometime in May.

## BUDGET

| Category | Item | Description | Quantity | Unit Cost | Total | Match | Total Requested |
|---|---|---|---|---|---|---|---|
| **Personnel** | | | | | | | |
| | Overtime and Fringe | Officer Overtime, HMV Enforcement. About 290 hours. | 1 | $25,000.00 | $25,000.00 | $0.00 | **$25,000.00** |
| | | | | | **$25,000.00** | **$0.00** | **$25,000.00** |
| **Training** | | | | | | | |
| | Professional Development | LETSAC Confrence | 2 | $1,000.00 | $2,000.00 | $0.00 | **$2,000.00** |
| | | | | | **$2,000.00** | **$0.00** | **$2,000.00** |
| | | | | **Total Contract** | **$27,000.00** | **$0.00** | **$27,000.00** |

## ATTACHMENTS

| Document Type | Description | Original File Name | Date Added |
|---|---|---|---|
| PDF | PDF Document | 2021 Joplin SA Report -Final.pdf | 02/01/2023 |

**Highway Safety and Traffic Division**
**Law Enforcement Grant Application**
**Description of Project Activities**

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

**Impaired Driving Enforcement Projects** will consist of one or more officers who will patrol and seek out impaired drivers in high alcohol and/or drug related crash areas during the hours and days of peak impaired driving. Funding will be provided for overtime or dedicated manpower, and support personnel such as dispatchers, and may be provided for equipment if the need is demonstrated.

**Hazardous Moving Violation (HMV) Enforcement Projects** will target high crash locations and areas where consistent HMVs occur. Projects will be developed from the analysis of specific traffic problems occurring in your community and the resulting problem identification. Funding will be provided for overtime or dedicated manpower, and support personnel such as dispatchers, and may be provided for equipment if the need is demonstrated. Hazardous violations are Improper Turn; Follow to Close; Stop Sign; Traffic Signal; Failure to Yield; Careless Driving; Red Light Running; Speeding; School Bus Stop Arm; etc. HMV projects can also address distracted driving and enforcement projects to specifically reduce bicycle & pedestrian fatalities.

**Occupant Protection Projects** should be designed to increase safety belt use and to increase and promote the proper use of child safety seats. These projects may include activities such as child safety seat or safety belt events and safety fairs. Funding will be for officer overtime. Educational materials may be available through the Highway Safety and Traffic Division. Community involvement is highly recommended.

**Youth Alcohol Enforcement Projects** will consist of one or more officers patrolling high alcohol-related crash areas during the hours and days of peak alcohol usage. The purpose of the patrol will be to use probable cause to stop and arrest underage (under 21) impaired drivers, check for alcohol compliance at local business and other deterrence programs. Funding for this type of project will be for officer overtime; funding can also be used to pay undercover buyers.

**NOTE**: For all Program Areas, participating agencies agree to the following:

- Participate as an active member of LETSAC (Law Enforcement Traffic Safety Advisory Council);
- Develop partnerships (e.g., other law enforcement, businesses, civic organizations, health care providers, schools, etc.) designed to enhance the outcome of the success of the project and provide additional resources--financial, human, in-kind.

COUNCIL BILL NO. 2023-602 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of Ninety-Three Thousand, Two Hundred and Fifty Dollars ($124,020.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received three grants in the amount of $124,020 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enforcement of DWI laws as well as training and equipment to further our effort in reducing DWI crashes as well as reducing crashes involving Hazardous Moving Violations.

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of One Hundred Twenty-Four Thousand, and Twenty Dollars ($124,020.00), providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, HMV Overtime to include fringe benefits, and DWI Enforcement Patrols Overtime to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, 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, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

Section 4. Authorizes compensation for non-exempt employees at a rate not to exceed Seventy-Five Dollars ($75.00) per hour, and compensation for exempt employees not to exceed a total of Three Hundred and Seventy-Five Dollars ($375.00) per detail worked.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21 day of February 2023, by a vote of,

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill No. 2023-603 – An Ordinance approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Joplin Area Chamber of Commerce for purpose of pursuing the development of a strategic roadmap to advance economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

**MEETING DATE**
February 21, 2023

**ORIGINATING DEPT**
Administration

**ATTACHMENTS**
Memorandum of Understanding
TEConomy Proposal

**REVIEWED BY**
Leslie Haase, Finance Director
Peter Edwards, City Attorney

**SUMMARY**
The Joplin Regional Alliance for Health Care and Heath Science (JRAH) is a group of stakeholders interested in pursuing economic development projects that leverage the area's significant health care and education resources. The alliance has the following members:

1. Bryan Vowels – CEO Vowels Stovern Wealth LLC
2. Jeremy Drinkwitz – President Mercy Hospital
3. Katricia Pierson – President Crowder College
4. Keenan Cortez – City Council
5. Marc Hahn – President/CEO Kansas City University
6. Paula Baker – President Freeman Health System
7. Rudy Farber – Chairman Community Bank & Trust
8. Ryan Stanley – Financial Advisor Edward Jones
9. Stephanie Brady – Executive Director Community Clinic of SWMO
10. Travis Stephens – President JACC
11. Dean Van Galen - President MSSU
12. Nick Edwards – City Manager

**BACKGROUND**
The JRAH has requested a public/private partnership with the goal of creating a strategic roadmap for economic development in Joplin focused on healthcare, health sciences, and associated educational assets. The JRAH solicited proposals from qualified experts to develop a strategic plan and have selected to engage "TECONOMY Partners LLC" (TEConomy) for services contained in the proposal attached to in a following exhibit. The total cost for services is $166,160.00. On behalf of the JRAH, the JACC will serve as the coordinating entity to raise funds for the procurement of services and has requested a contribution from the City in the amount of $80,000.00, with the remaining $86,160.00 to be raised from private contributions.

**FUNDING SOURCE**
Fiscal Year 2023 Budget – General Fund (City Manager Department)

**RECOMMENDATION**
City staff recommends adoption of the Council Bill on First Reading.

**COUNCIL BILL NO. 2023-603** **ORDINANCE NO.**

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Joplin Area Chamber of Commerce to participate in a partnership with the Joplin Regional Alliance for Health Care and Health Science and approving a contribution of $80,000.00 for the purpose of pursuing an economic development plan.

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

Section 1. That the Memorandum of Understanding by and between the City of Joplin and the Joplin Area Chamber of Commerce, a true and accurate copy of said Memorandum of Understanding, attached hereto and incorporated herein by as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21th day of February 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**EXHIBIT "A"**

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (this ***"Agreement"***) is made and entered into effective as of the ____ day of _____, 2023 (the "***Effective Date***"), by and between City of Joplin, Missouri (the City), a Missouri municipal corporation, and the Joplin Area Chamber of Commerce (JACC).

**RECITALS**

A. The Joplin Regional Alliance for Health Care and Heath Science (JRAH) is a group of stakeholders interested in pursuing economic development projects that leverage the area's significant health care and education resources. The alliance has the following members:

1. Bryan Vowels – CEO Vowels Stovern Wealth LLC
2. Jeremy Drinkwitz – President Mercy Hospital
3. Katricia Pierson – President Crowder College
4. Keenan Cortez – City Council
5. Marc Hahn – President/CEO Kansas City University
6. Paula Baker – President Freeman Health System
7. Rudy Farber – Chairman Community Bank & Trust
8. Ryan Stanley – Financial Advisor Edward Jones
9. Stephanie Brady – Executive Director Community Clinic of SWMO
10. Travis Stephens – President JACC
11. Dean Van Galen - President MSSU
12. Nick Edwards – City Manager

B. The JRAH has requested a public/private partnership with the goal of creating a strategic roadmap for economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

C. The JRAH solicited proposals from qualified experts to develop a strategic plan and have selected to engage "TECONOMY Partners LLC" (TEConomy) for services contained in the proposal attached to in a following exhibit. The total cost for services is $166,160.00

D. On behalf of the JRAH, the JACC will serve as the coordinating entity to raise funds for the procurement of services and has requested a contribution from the City in the amount of $80,000.00, with the remaining $86,160.00 to be raised from private contributions.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the JACC hereby agree as follows:

**ARTICLE 1.**

## DONATION

1.1 Contribution and Use of Funds. Upon the terms, covenants and conditions herein set forth, the City agrees to contribute $80,000.00 to the JACC from the City's fiscal year 2023 budget. The funds shall be solely used for costs directly associated with scope of services as outlined in the TEConomy proposal.

1.2 Condition Precedent. The City's contribution is conditioned on the JACC completing the fundraising required for the balance of the projected cost of the TEConomy proposal, $ 86,160.00 no later than October 31, 2023. The JACC shall secure this fundraising and provide a summary of commitments (while respecting any donor wishes for anonymity) to the City. The summary will provide information including irrevocable letters of intent to gift, transfer and otherwise commit to the JACC/project. In the event The JACC is unable to complete this fundraising by this date, then the City may terminate this MOU.

1.3 Information and Documentation. The JACC agrees to provide any information related to the project as may be requested by the City from time to time.

## ARTICLE 2.
## REPRESENTATIONS, COVENANTS AND WARRANTIES

2.1 The City's Representation, Covenants and Warranties. The City represents, warrants and covenants to The JACC as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

2.1.1 *The City's Authority*. The City is a municipal corporation organized and existing under the laws of the State of Missouri and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by the City is fully authorized by all requisite authority; and no other consents by any other party are required for the City to execute and deliver this Agreement and such other documents.

2.1.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the City and the signatories of the City hereto. To the actual knowledge of the City, the performance by the City of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which the City is bound, and, to the actual knowledge of the City, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which the City is subject.

2.2. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by the City and its representatives and agents.

2.3 JACC Representations, Covenants and Warranties. The JACC represents, warrants and covenants to the City as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of City, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

2.3.1 *JACC's Authority*. JACC is a non-profit corporation the law of the State of Missouri, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by the City is fully authorized by all requisite authority; and no other consents by any other party are required for the City to execute and deliver this Agreement and such other documents.

2.3.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the JACC and the signatories of the JACC hereto. To the actual knowledge of the JACC, the performance by the JACC of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which The JACC is bound, and, to the actual knowledge of The JACC, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which The JACC is subject.

2.3.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by The JACC and its representatives and agents.

## ARTICLE 3.
## NOTICE

3.1 Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to The City: City of Joplin
Attention: Nicholas Edwards
City Manager
602 S. Main
Joplin, Missouri 64801

If to JACC: Joplin Area Chamber of Commerce
Attention: Travis Stephens, President
320 E. 4th St.
Joplin, Missouri 64801

3.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

## ARTICLE 4.
## GENERAL PROVISIONS

4.1 Remedies. In the event of any breach or default by The JACC hereunder, The City shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by The City occurring prior to Closing and resulting in a failure to close, The JACC's sole and exclusive remedy shall be to terminate this Agreement, provided that The JACC shall not exercise such remedy unless The City has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

4.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

4.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

4.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

4.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both The JACC and The City. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

4.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

4.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

4.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

4.10 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

4.11 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

4.12 Effective Date. As used herein, the term ***"Effective Date"*** shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of the JACC and The City.

4.13 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

4.14 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

***[Remainder of page intentionally left blank; signatures on succeeding page]***

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

| | |
|---|---|
| **DONOR:** | **DONEE:** |
| **CITY OF JOPLIN, MISSOURI,** | **JOPLIN AREA CHAMBER OF COMMERCE** |
| **a Missouri municipal corporation** | **Non-profit, Missouri Public Institution** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

January 5, 2023

Proposal No. 202304

Bryan Vowels
Joplin Regional Alliance for Healthcare and Health Science
c/o Vowels Stovern Wealth, LLC
1821 E 4th Street
Joplin, MO 64801

Dear Bryan:

TEConomy Partners, LLC (TEConomy) is pleased to submit the enclosed proposal to assist in the development of a strategic roadmap to advance economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

TEConomy proposes to conduct the services outlined in Proposal 202304 for a fixed price of $166,160 inclusive of all TEConomy expenses. We anticipate being able to complete this project within six (6) months of commencement. We propose to commence work on April 1, 2023 or thereafter.

TEConomy proposes to perform this project in accordance with the provisions of the enclosed *Technical Services Agreement*. To authorize this effort, please have an authorized representative sign and return the enclosed agreement to Deborah Cummings either electronically at cummingsd@teconomypartners.com or via hard copy to the address below.

Please direct questions of a business or contractual nature to Deborah Cummings at (614) 395-3725 or at cummingsd@teconomypartners.com. Technical questions should be directed to myself at (412) 523-6895 or at tripps@teconomypartners.com.

We look forward to the opportunity to work with you and the steering committee on this exciting and important effort.

Sincerely,

Simon Tripp
Principal and Senior Director

Enclosures

Proposal No. 202304

# Developing a Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets

To:

Joplin Regional Alliance for Healthcare and Health Science

January 5, 2023

TECONOMY PARTNERS LLC

Innovating Tomorrow's Economic Landscape

## Introduction

Every city, region, and state in the nation must pay attention to economic development. Domestic and global economies are highly competitive, and cities and regions must be strategic in ensuring they organize to best leverage their assets and address their challenges to sustain and advance their competitive position. Every city's economy is unique, comprising a complex ecosystem of established and emerging businesses, R&D performers, non-profit institutions, educational providers, governmental organizations, and varied community infrastructure. The level of innovation activity, access to capital, availability of sites for business development, access to skilled workers, population growth trends, connectivity to transportation assets, overall quality of life, and many other factors vary substantially from place to place and impact competitiveness. Developing a clear understanding of regional assets, and formulating a plan to leverage those assets, and offset any evident gaps, is a critical starting point for helping to ensure cities have resiliency and opportunities to thrive.

Joplin, located in southwest Missouri, has multiple assets to deploy to advance its economic future. Located at the intersection of I-44 and I-49, it is an important logistics and distribution location, and, for its size, the city has a relatively diverse industry base, with several advanced manufacturing operations and associated R&D operations. **Among Joplin's distinctive assets are two sizeable institutional clusters in healthcare and in higher education**. On the healthcare side of the equation, Joplin is home to two major hospitals – Freeman Hospital West (part of the Freeman Health System) and Mercy Hospital Joplin (part of Mercy Health System). The city is also home to Landmark Hospital of Joplin, a small specialty critical care hospital. At the intersection of healthcare and higher education, Joplin has become a location for medical education with Kansas City University-Joplin opening a medical school, part of the KCU College of Osteopathic Medicine, and a new KCU College of Dental Medicine. The relationship between KCU and Joplin's major hospitals is robust with the development of the Joplin campus (named the Farber-McIntire campus) supported by multiple community partners, including Mercy Hospital, Freeman Health System, the City of Joplin, and community philanthropic donations.

Joplin's status as a hub for higher education is also anchored by Missouri Southern State University (MSSU), a public university founded in the community in 1937. Providing, predominantly, undergraduate degrees across diverse STEM disciplines, the humanities, business studies, social sciences, and the arts, MSSU brings over 4,300 students to Joplin. MSSU is part of the intersection between "eds and meds" in Joplin with its College of Health, Life Sciences & Education providing education and training in nursing, allied health disciplines, kinesiology, and in biological sciences. Joplin is also the home to community college programs operated by Crowder College (at the Advanced Training and Technology Center), where programs are applied to pragmatic manufacturing, computing skills, and other workforce-facing needs.

Healthcare is among the largest and fastest growing sectors of the U.S. economy[1], and for Joplin, the proximity of the city to multiple states means that the healthcare sector is a partly "traded" sector – meaning it brings in business from outside of the community, expanding the local economy with "imported" dollars. Higher education, likewise, is a traded sector, serving many students who come to

[1] https://www.bls.gov/opub/ted/2020/5-out-of-20-fastest-growing-industries-from-2019-to-2029-are-in-healthcare-and-social-assistance.htm

Joplin from outside of the immediate community. As a destination for institutions of higher learning ("eds") and medical facilities ("meds"), the intersection of eds and meds is intriguing as a potential driver for further economic growth in Joplin and the surrounding region. Recognizing the opportunity, representatives of multiple major stakeholder organizations have come together to form the Joplin Regional Alliance for Healthcare and Health Science. This leadership group is seeking to have a strategic plan developed that will guide the long term growth of Joplin's healthcare and health science cluster and maximize economic development opportunities at the intersection of eds and meds. The Alliance approached TEConomy Partners, LLC (TEConomy) to discuss potential professional services in developing a strategic roadmap.

The Alliance requires a project that will take stock of the Joplin region's position and performance in healthcare and higher education and examine corresponding growth opportunities. This will inform the development of a 10+ year growth strategy for healthcare, health sciences, and associated higher education as regional economic engines. The strategic plan will be important in guiding the coordination of resources across the healthcare, higher education, and overarching economic development ecosystem in Joplin to help ensure that the city and surrounding region leverages and reinforces its strengths, addresses ecosystem gaps or weaknesses, offsets threats, and best advances its opportunities. The proposed process, outlined herein, is designed to achieve these goals, and answer several key questions:

- How is Joplin's healthcare sector and related ecosystem performing—what are the strengths upon which to build and what are the weaknesses and/or gaps that need to be addressed?
- What are the opportunities for leveraging the significant intersection between higher education institutional assets and competencies and the growth needs and opportunities in the healthcare cluster?
- Considering healthcare system and higher education institution strengths and specializations, what specific areas of healthcare (both broad and niche) and health science education stand out for Joplin as signature areas upon which to build?

**Changing Healthcare and Health Science Futures**

There is no doubt that healthcare and life science innovations are rapidly advancing and pushing forward the frontiers of human health. Advancements in genetics and genomics, for example, combined with rapid development of advanced analytics, including AI, are enabling disruptive new health science opportunities to develop in areas such as personalized medicine, regenerative medicine, connected IoT-enabled health monitoring, public health informatics, and multiple other opportunity spaces. COVID-19 has been a force for accelerating certain changes such as growth in telemedicine, remote management of clinical trials, and an increasing emphasis on public health. At the same time, concerns over public access to care, the rising cost of care and other market and public policy factors may result in changes to overall operating conditions in key health markets. These, and other forces of change, have the potential to reshape health science futures – potentially changing the dynamics of major industry sectors in healthcare products, the delivery of healthcare services, and health insurance markets. The accelerating pace of scientific and technological advancements, in combination with evolving market forces, make it imperative for Joplin and its stakeholders, to have a long-term strategic roadmap developed that will enable the city and region to anticipate and adapt to changes and leverage them for economic advantage.

- How do the Joplin healthcare and health science ecosystem strengths and competencies align with anticipated healthcare trends and emerging market developments?
- What disruptive technologies and emerging trends will likely impact (positively or negatively) Joplin's healthcare and associated higher education cluster, and how can Joplin adapt to, or leverage, these forces of change to its advantage?
- With healthcare being both high tech and high touch, what are the workforce needs of the cluster moving forward and how can Joplin's higher education community best be structured to meet local needs and leverage opportunities further afield?
- What are the strategic priorities and corresponding strategies and actions needed to advance Joplin's healthcare and health science economy over the next decade and beyond?

The following scope of work leverages proven quantitative and qualitative research approaches deployed by TEConomy in health, life science, and higher education cluster-based economic development planning projects across the nation. It is designed to specifically answer the above research questions and will result in the development of an actionable long-term strategic plan to guide the actions of the Alliance and its key stakeholders.

## Scope of Work

TEConomy proposes to conduct a detailed assessment of Joplin's established and emerging opportunities in healthcare, health sciences, and associated higher education, to develop an actionable long-term strategic plan.

A detailed description of proposed tasks, along with the deliverables and time frame, is provided below.

### Task 1: Project Initial Meetings

Senior TEConomy personnel assigned to the project will meet with Alliance leadership to initiate the project, discuss the program of work, and gather relevant recent reports, studies, key contacts, and other information useful to the project.

During this visit to Joplin, the Alliance will schedule a tour of Joplin together with familiarity-building site visits to Freeman, Mercy, MSSU, KCU, and other key asset locations.

Following the initial discussion, TEConomy will incorporate any agreed-upon amendments to the project scope and will produce a brief memo summarizing lessons learned from the familiarity tours.

**Timeframe:** Project week 1 or 2 for initial meeting with the Alliance and familiarity site visits.

**Deliverable:** Finalized scope of work and summary of key findings from familiarity tours.

**Role of a Project Advisory Committee**

- Guide the focus of the project to ensure we reach its objectives
- Provide input and reactions into quantitative industry, ecosystem analyses
- Help identify key industry, academic leaders, other stakeholders to interview and attend focus groups
- Offer input/guidance on strategic priorities and specific strategies, actions for Strategic Plan
- Become key champions for the project and Strategic Plan.

## Task 2: Quantitative Assessment of Joplin's Competitive Position and Core Competencies in Healthcare, Health Sciences, and Associated Higher Education

TEConomy will analyze available data sources to profile of key ecosystem assets in Joplin. It is anticipated that the review will rely upon existing public and private data resources accessible by TEConomy, supplemented by institutional data to be provided by the key participating institutions[2]. Where available, information will be requested in a time series to evaluate trends. Data/information will be sought in the areas detailed on Table 1. This listing is preliminary and subject to change based on discussions with the Alliance during Task 1.

**Table 1: Areas of Information and Data to Pursue in Performance of the Project**

| Healthcare | Higher Education | Other Assets |
|---|---|---|
| • Patient demand/admission trends (inpatient, ambulatory, primary care)<br>• Zip codes of patient population<br>• Overall case mix<br>• Current payer mix<br>• System employed physicians by specialty<br>• Physicians with admitting privileges by specialty<br>• Physician owned facilities (ambulatory surgery centers, diagnostic centers, etc.)<br>• Physician recruitment trends<br>• Nursing recruitment trends<br>• Allied health recruitment trends<br>• Current workforce by key occupation category<br>• Critical workforce gaps<br>• Community health assessment data<br>• Community-based care models<br>• Relevant public health strategies and investments<br>• Major capital projects, recent and planned<br>• Emerging medical technology investments, recent and planned<br>• New or emerging clinical service areas (e.g., genomic medicine, gene therapy, etc.)<br>• Clinical trials activities and trends*<br>• Intellectual property generation<br>• Value based models/Accountable Care Organizations<br>• IT strategy<br>• Engagement in academic/teaching programs<br>• List of major Joplin region vendors to the hospital systems<br>• Rating of hospitals/health providers by established third-party rating systems. | • Admissions and completions trends, overall and by department<br>• Enrollment by majors and associated trends (expanding/contracting)<br>• Graduate program enrollments and trends<br>• New degree programs in development<br>• Major capital projects, recent and planned<br>• Regional job placement of graduates, including placements in healthcare related positions<br>• Publications by faculty in life sciences, healthcare, and associated fields*<br>• Intellectual property generation*<br>• Number of faculty by field/discipline<br>• Adjunct faculty from the healthcare and health sciences sectors<br>• Enrollment trends in cross-cutting fields that serve both healthcare employers and other employer categories (e.g., business studies, statistics and data sciences, computational sciences, etc.). | • Regional demographics and population trends*<br>• Current city/regional economic development strategies<br>• State economic development programs and incentives*<br>• State workforce development programs*<br>• Industry/employment trends and specializations across the regional economy*<br>• Recent significant inward investment projects<br>• Entrepreneurial ecosystem and supporting programs. |

[2] TEConomy understands that certain data may be deemed confidential and business sensitive by participating organizations. As such, due care will be taken to assure confidentiality.

Some of the above categories will constitute data requests, while others may be addressed through interview-based discussion with the respective institutions. Areas marked with an * can be assessed through TEConomy's existing subscriptions to proprietary data sources or via publicly available data.

Combined with a series of interviews with key stakeholder organizations (Task 3), the data and information resources profiled will assist in developing a robust situational assessment for the regional healthcare, health sciences, higher education, and associated economic development ecosystem.

**Timeframe:** Months 1 through 3
**Deliverable:** See Task 3

## Task 3: Qualitative Assessment - Outreach to Key Stakeholders in Healthcare, Health Sciences, Higher Education, Economic Development, and Associated Sectors

TEConomy will undertake focused discussions with hospital and health system leadership and higher education leadership to further understand the current situation, emerging trends, needs, gaps, and opportunities pertaining to healthcare and health science growth. Depending on findings from Task 2, interviews may be focused on specific areas of opportunity or challenges, requiring conversations with personnel specifically engaged in these areas. TEConomy will conduct interviews as necessary to gain an in-depth understanding of institutional core competencies, capabilities, and capacities.

TEConomy will develop a structured interview guide that is anticipated to focus on the following key areas:

- Clinical specializations and comparative strengths
- Quality and patient outcomes by area
- Community health assessment data and insights
- Services experiencing increasing or decreasing demand, or anticipated to do so
- Current payer mix
- Health system financing
- Access to talent for clinical and administrative positions – including discussion of workforce and talent dynamics, including examining occupational needs and the availability of education and training programs to address these needs
- Continuing education demand and supply
- Current and planned health technology investments - including health connectivity and data exchange
- Engagement in healthcare and health sciences research
- Engagement and communications between higher education and healthcare sectors
- Competitive positioning of Joplin hospitals and providers
- Current strategies for growth and development
- Components of the broader economic development ecosystem and their ability to address needs and opportunities in the healthcare and health sciences sectors, and

- Input on potential opportunity areas for advancement, and specific action priorities for the strategy to address.

Interviews will be conducted primarily by phone or video conference. In total, it is anticipated that 30-40 people will be participants in discussions with TEConomy over the course of Task 3.

The project team will conduct a systematic review of the intelligence gathered in Tasks 2 and 3. Based on these collective inputs, a situational assessment will be conducted to identify key strengths to leverage, opportunities to pursue, and weaknesses that must be addressed across the healthcare, health science, and associated education and workforce development ecosystem through strategic interventions.

**Timeframe:** Months 2 and 3
**Deliverable:** Briefing presentation to the Alliance on situational assessment findings and associated strategic implications.

## Task 4: Consideration of Long-Term Trends, Disruptive Technologies, and Other Emerging Factors Likely to Impact Healthcare and Health Sciences Development

Because the Alliance is seeking development of a strategy and action plan focused on a 10+ year time horizon, there is a distinct need to inform strategy development with consideration of emerging trends, clinical frontiers, disruptive healthcare technologies, and market changes (including potential changes in the U.S. healthcare system) that may impact development trajectories.

TEConomy has previously worked with multiple clients in examining the forces of disruptive change and disruptive technologies. Information from previous work will be informative but will need to be supplemented with consideration of forces of change likely to impact areas of comparative strength or opportunities identified for Joplin under Task 3.

**Time Frame:** Months 3 and 4
**Deliverable:** Qualitative assessment and discussion of forces of change likely to impact Joplin's healthcare and health sciences economy over the long-term.

## Task 5: Identification of Strategic Recommendations and Actions to Grow Joplin's Healthcare and Health Science Economy and Associated Sectors

Tasks 2-4 will provide a set of qualitative and quantitative inputs that will provide the basis for developing a set of strategic recommendations and action steps designed to position Joplin to further grow its healthcare, health sciences, and associated higher education economic base. The plan will build on the current and emerging strengths identified and address the gaps and barriers that will need to be overcome to enhance Joplin's healthcare and health sciences and associated economic development. TEConomy will also focus on identifying ways in which health systems, providers, academe, government, and other key stakeholders can collaborate to advance healthcare sector development in Joplin.

Designed to be an actionable strategic roadmap for the Alliance, the plan will:

1. Develop a series of strategies, based on the opportunities and gaps identified, that can be further pursued to develop healthcare, health science, and associated higher education growth.

2. For each strategy identified, propose specific actions that can be taken to effect positive change. For every action proposed, the plan will include:
    a. The rationale behind how the specific action will address an opportunity or a unique problem/need identified.
    b. Activities that will need to be undertaken to solve the unique problem/need, or advance identified opportunities, and thereby affect positive change.
    c. The role and responsibilities of the various entities involved will be identified.
    d. An estimate of the general scale of resources that will be required to accomplish the action.
    e. A recommended time frame for each action detailing when certain activities should be undertaken within the context of the overall plan.
    f. Success measures will be proposed, outlining the metrics to use to understand whether the action is being achieved. For some actions, this might include key progress milestones.

Note: Typically, a long-term strategic roadmap project will coalesce around a compact number of major strategies (for example "enhance quality to increase patient attraction and retention," "align workforce supply to projected demand by occupation," "invest in shared public health informatics platforms," etc.). Numerous specific actions are then recommended and detailed under each strategy, providing a readily implemented roadmap focused on achieving stated goals.

TEConomy will prepare a report of project findings and recommended strategies and actions, together with a concise executive summary that can be used as a handout with key stakeholders as a stand-alone document. The report will outline a series of specific strategy and action recommendations that will give the Alliance a strategic roadmap for advancing further development of healthcare, health science, higher education, and associated emerging economic development opportunity areas. TEConomy will also produce a PowerPoint presentation summarizing the report's findings and recommendations and be available to present to the Alliance.

**Timeframe:** Months 5 and 6
**Deliverable:** Final strategic report and presentation.

## Project Price and Timing

TEConomy proposes to conduct the services outlined, herein, for a fixed price of $166,160 inclusive of all labor, data, and travel-related costs. TEConomy anticipates being able to complete this project within six (6) months of commencement. We propose to commence work on April 1, 2023 or thereafter.

# Overview of TEConomy Partners, LLC

## About TEConomy Partners, LLC

TEConomy is well-positioned to assist the Alliance in this strategic planning effort. As one of the nation's leading science- and technology-based economic development consulting organizations, TEConomy is recognized as a national leader in advancing strategies across basic and translational research enhancement, technology development, new venture development, talent development, business development, and for measuring the economic impacts of health system and health science clusters and investments. Multiple state and regional life science strategic assessments, impact analyses, and roadmaps have been completed by the principals of TEConomy for a diverse set of states and regions, including, but not limited to, Arizona, Colorado, Georgia, Indiana, Iowa, Maryland, Massachusetts, Minnesota, North Carolina, Tennessee, Utah, Virginia, and Washington. TEConomy's work is frequently engaged at a sub-state level, assisting regions and communities in advancing their economic development. Recent client locations have included: Pittsburgh (PA), St. Louis (MO), Winston-Salem (NC), Dublin (OH), San Antonio (TX), Indianapolis (IN), Houston (TX), Oklahoma City (OK), and Providence (RI).

TEConomy continues the national thought-leadership on life sciences development established while a practice within the Battelle Memorial Institute, shaping an understanding of best practices and emerging issues. Since transitioning out from Battelle in 2015, TEConomy continues to work closely on major national and international reports tracking healthcare and life science industry development with BIO, PhRMA, the Coalition of State Bioscience Institutes, Research!America, and the American Society for Human Genetics. Dating back to 2004, there has been a strong partnership with the national Biotechnology Innovation Organization (BIO) to assess the "state of the states" in life sciences in each of the 50 states on a biennial basis, with the most recent report just released in late 2022. TEConomy is also a specialized provider of services to multiple healthcare and biomedical institutions, including work for the Mayo Clinic, Texas Biomedical Research Institute, Associated Medical Schools of New York, the University of Arkansas for Medical Sciences, Wake Forest Baptist Health, University of Pittsburgh Medical Center, and many others.

Beyond economic and technological analytics for life science and healthcare industry clusters, the principals of TEConomy are also actively engaged with projects focused on: the advancement of health science policies and programs across the nation as well as internationally; STEM education initiatives of U.S. biopharmaceutical companies and states, and in monitoring the footprint and economic impact of clinical trials activities and identifying strategic competitive issues facing the U.S. in biopharmaceutical development and medical innovation.

Examples of several recent TEConomy project examples relevant to the health and life sciences are shown in Figure 1.

**Figure 1: Examples of Some Recent Life Sciences/Biomedical Studies Performed by TEConomy**




## Project Team Members

Primary personnel to be assigned to this project include:

**Simon Tripp**, Principal and Senior Director at TEConomy, is responsible for project team leadership in technology-based economic development, regional economic strategies, and impact assessment. Mr. Tripp has led major technology-based economic development projects in states and regions throughout the U.S. and internationally. Prior to joining Battelle and then TEConomy, Mr. Tripp served as Senior Partner of Impact Economics, LP a consultancy providing specialized economic impact and strategic planning services for government, higher education institutions and bioscience organizations. Simon founded Impact Economics in 2000, following on from his position as co-founder, President and CEO of the Pittsburgh-based research and planning company Tripp Umbach & Associates, Inc. (which he co-led

from 1991 through 2000). A native of the United Kingdom, Mr. Tripp has also held positions as Director of U.S. Operations for the British Government's West Midlands Development Agency and as Vice President of North American Business Development for the Welsh Development Agency. He received his M.A. in Geography (Regional Economics) at West Virginia University where he worked at the Regional Research Institute, and his B.A. from the University of Portsmouth in the United Kingdom.

**William Higbie** is a Senior Advisor to TEConomy, specializing in healthcare and life sciences fields. Mr. Higbie is a healthcare consulting leader with over 20 years' experience in strategic planning, operations improvement, and systems implementation consulting to major provider organizations in the U.S. and internationally. Key areas of expertise include: health systems strategy; program and change management; clinical services redesign/transformation; IT strategy and implementation; clinical and operational analytics, and care model design. From 2011-2016 Mr. Higbie was Managing Director and New York City Provider Practice Lead for Accenture. Prior to his New York leadership position, Mr. Higbie was Accenture's Asia Pacific Healthcare Practice Lead. He holds a Bachelor of Arts, Honors in Economics from Colgate University.

**Martin Grueber**, Principal and Research Director at TEConomy. He previously was a Research Leader at Battelle's Technology Partnership Practice as well as co-author of the annual Battelle/R&D Magazine Global R&D Forecast. He has 30 years' experience in science and technology-based economic development, and leads TEConomy's data, analytics, and economic impact modeling programs (including TEConomy's recent work with Cortex Innovation Community and 16-Tech). Prior to joining TEConomy and Battelle, Mr. Grueber served as Deputy Director of the Rhode Island Economic Policy Council where he managed the Slater Technology Development Fund. He also worked as a Manager with the Michigan Manufacturing Technology Center, one of the largest NIST/MEP programs, and was a project manager and principal analyst for industry and regional contract research activities of the Industrial Technology Institute. Mr. Grueber has an M.A. in Geography from Michigan State University and a B.S. in Social Science from Michigan State University.

**Jonathan Dworin** is a Project Manager at TEConomy and will serve in this capacity on this effort. Mr. Dworin has dedicated his career to improving economic development outcomes. With a focus on strategic planning, industry cluster development, stakeholder engagement, placemaking, and innovation and entrepreneurship programming, he brings a variety of perspectives to his work with TEConomy. Prior to joining the firm, Mr. Dworin worked with SSTI, where he conducted research on best practices in innovation-driven economic development and supported efforts at universities, federal labs, and public-private partnerships. Previously, Mr. Dworin worked in academia in partnership with McKinsey & Co. on various elements of the Minneapolis-St. Paul economic development strategic plan. He earned a Master's in Public Policy from the University of Minnesota and a Bachelor's in Social Relations and Policy from the Michigan State University.

**Dylan Yetter** is a Senior Research Analyst at TEConomy, specializing in research, data collection, and quantitative and qualitative analysis. Mr. Yetter performs labor market data analysis, conducts surveys, phone interviews, market research, and assists in developing SWOT (strengths, weaknesses, opportunities, and threats) analysis for a wide variety of TEConomy clients. Mr. Yetter received his M.A. in Sociology and Demography from Penn State University and a B.A. in Political Science and Sociology from the State University of New York at Fredonia.

# Technical Services Agreement
# Agreement Number 202304

TEConomy Partners, LLC (TEConomy) agrees to provide Joplin Regional Alliance for Healthcare and Health Science (CLIENT) technical/research services substantially in accordance with TEConomy's Proposal No. 202304 (the Project), incorporated herein by reference, under the following terms and conditions.

## 1. ACCEPTANCE AND COMMENCEMENT

TEConomy's Proposal may be accepted within ninety (90) days from the date of TEConomy's signature below. TEConomy will begin work on April 1, 2023 or upon receipt of this Agreement executed by CLIENT, whichever is later. The Project period is estimated as six (6) months from commencement.

## 2. PAYMENT

CLIENT agrees to pay TEConomy the fixed price of One Hundred Sixty-Six Thousand One Hundred Sixty Dollars and No Cents ($166,160.00), without set-off, payable within thirty (30) days of the date of invoices issued as follows:

- Fifty-Five Thousand Dollars and No Cents ($55,000.00) invoiced upon project inception.
- Fifty-Five Thousand Dollars and No Cents ($55,000.00) invoiced end of Project Month 3.
- Fifty-Six Thousand One Hundred Sixty Dollars and No Cents ($56,160.00) invoiced upon project completion.

Invoices not paid within thirty (30) days of the date of invoice shall accrue interest at the rate of two (2) percent per month (or the highest rate permissible under applicable law). It is the understanding of both parties that if payment is not received within thirty (30) days of receipt of invoice, TEConomy has the right to suspend services until payment is received.

## 3. NATURE OF SERVICES

Independent Contractor. CLIENT agrees that TEConomy is an independent contractor and specifically acknowledges that TEConomy is a service provider, not a manufacturer, distributor or supplier. Each party acknowledges that it is acting as an independent contractor as to the other party pursuant to this Agreement. This Agreement shall not be deemed or interpreted to make a party a partner, agent, joint venturer, employee, or legal representative of another party to this Agreement under any circumstances. As independent contractors, each party shall maintain insurance coverage's, including workers' compensation and general liability coverage's, as may be required or appropriate to insure against liability or comply with applicable laws. Each party shall also be responsible for paying for all

required taxes, wages, benefits, and fees in connection with the performance of services pursuant to this Agreement.

Performance of Services. TEConomy represents that its execution and performance of services pursuant to this Agreement: (a) will not infringe upon the intellectual property rights of any third party; (b) will not conflict with or violate any commitment, agreement, or understanding that TEConomy has or will have with any other person or entity to the extent any such conflict or violation would materially adversely impact TEConomy's ability to perform pursuant to this Agreement; and (c) will comply with all laws, regulations, and other requirements applicable to this Agreement.

Interest of Contractor. TEConomy certifies and agrees that it presently has no interest and shall not knowingly acquire any interest which would be reasonably likely to affect its judgment or adversely impact the conduct in performing its services hereunder. TEConomy further certifies and agrees that in the performance of this contract, it shall not knowingly employ any person having such interest.

Intellectual Property. Except as provided below, all rights in copyrightable works delivered to CLIENT by TEConomy on the Project shall belong to CLIENT. With respect to copyrightable works, including tables, protocols, data and other works of expression developed by TEConomy independently of this Agreement but incorporated in materials delivered to CLIENT, TEConomy shall remain the owner of these works. TEConomy hereby grants to CLIENT a non-exclusive, perpetual license to use, reproduce, modify and distribute such independent works, but only as integrated with materials delivered to CLIENT by TEConomy and not as a standalone product.

## 4. CONFIDENTIALITY

TEConomy agrees not to disclose the specific results of the Project as embodied in reports and correspondence transmitted to CLIENT, and not available to the public generally, without CLIENT's written consent, except as required by law.

TEConomy acknowledges that it shall have access to confidential or proprietary information ("Confidential Information") in connection with the performance of Consulting Services pursuant to this Agreement. Confidential Information includes, but is not limited to: (a) information or materials related to CLIENT operations, objectives and plans which is marked, otherwise identified or should reasonably be expected to be maintained as Confidential Information; (b) information that is legally entitled to protection as trade secret, privileged or proprietary information; (c) information that CLIENT is required to keep confidential pursuant to applicable laws, regulations or requirements; (d) information disclosed to CLIENT by third parties on a confidential basis, provided TEConomy is advised of that fact in writing; and (e) information which TEConomy independently develops without the use or aid of the Confidential Information. TEConomy agrees to use such Confidential Information only as is reasonably necessary to

perform services pursuant to this Agreement and not for its own benefit or the benefit of third parties. TEConomy shall not disclose such Information to third parties without CLIENT prior written consent. TEConomy shall promptly return all Confidential Information and any copies, excerpts or documents containing Confidential Information to CLIENT upon request or the termination of this Agreement. This section shall survive the termination of this Agreement. TEConomy may disclose Confidential Information to the extent required by applicable federal, state or local law, regulation, court order, or other legal process, provided that (i) it has given CLIENT prior written notice of such require disclosure and (ii), to the extent reasonably possible, has given CLIENT an opportunity to contest such required disclosure at CLIENT'S expense.

The term "Confidential Information" does not include information that is: generally available to the public other than as a result of a breach of this Agreement; or available from a third party on a non-confidential basis, unless that party is known to be subject to a confidentiality agreement preventing the disclosure of such information; or disclosed to third parties with CLIENT'S prior written consent. TEConomy shall not request or require that CLIENT disclose any Protected Health Information (as defined in 45 CFR 164.501) in connection with TEConomy's performance under this Agreement. If TEConomy inadvertently receives any such Protected Health Information, TEConomy shall report that disclosure and shall not further use nor disclose such Protected Health Information.

CLIENT acknowledges that nothing contained in this Agreement shall be construed as granting CLIENT any ownership or interest in, or license to, any intellectual property, trade secrets and other proprietary rights relating to or associated with the methodologies, procedures, processes, analytics, templates and techniques utilized by TEConomy in the performance of its services and operation of its business and all such items and any enhancements or improvements thereto shall remain the exclusive property of TEConomy.

## 5. STANDARD OF SERVICE

TEConomy warrants that it will provide its services hereunder on a commercially reasonable basis consistent with the accepted standards in the industry and the details and specifications expressly set forth in its Proposal No. 202304 (the "Warranty"). OTHER THAN THE WARRANTY, TECONOMY MAKES NO WARRANTY WITH RESPECT TO THE DELIVERABLES, AND CLIENT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 6. LIMITATION OF LIABILITY

CLIENT acknowledges and agrees that TEConomy cannot guarantee, and is not guaranteeing, any level of economic growth, revenue, receipts, business retention, development or other success. Thus, TEConomy cannot be held liable for any use, or results of any use, by the CLIENT of the information or reports generated by the services outlined herein. TEConomy is supplying analysis, economic information, and other work products that may in-full or in-part rely on data and information provided by third parties outside of TEConomy's control (such as, but not limited to, government or other publicly available statistics, CLIENT provided data, data from market research vendors or other data providers, information or opinions gathered in interviews, data contained in impact modeling systems such as IMPLAN, etc.). By signing this Agreement, CLIENT hereby covenants and agrees to indemnify and hold TEConomy harmless against and from any and all losses, damages, expenses, obligations, claims and costs, arising out of the use of the research, data, findings, information or reports provided by TEConomy under this Agreement. In the event that it is determined that the Warranty has been breached, the liability of TECONOMY and the remedies available to CLIENT will be limited to re-performing or revising the applicable portion of the deliverable or the return or credit of the portion of the fee applicable to the non-conforming aspect or portion of the project, as determined by TEConomy in its sole discretion. SUBJECT TO THE FOREGOING LIMITATIONS, TECONOMY'S LIABILITY FOR ANY OTHER CLAIM RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED BY IT TO CLIENT, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, TOR OR OTHERWISE, SHALL NOT EXCEED THE FEE PAYABLE HEREUNDER. IN ADDITION, TECONOMY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. NO ENDORSEMENT/LITIGATION

TEConomy does not undertake Projects for the purposes of litigation or to assign fault or blame and does not provide expert witness services. Therefore, CLIENT agrees not to use any Project results in any dispute, litigation, or other legal action.

## 8. EARLY TERMINATION

Either party shall have the right to terminate this Agreement upon thirty (30) days written notice for any good-faith basis. In the event of early termination, TEConomy agrees to provide CLIENT with all reports, materials, or other deliverable items available as of the date of the termination, provided that CLIENT is not in default of its obligations under this Agreement, including its obligation to pay all fees in full. In any event, CLIENT agrees to pay all charges incurred or committed by TEConomy, including costs of termination, within thirty (30) days of receipt of a final invoice.

## 9. CONTRACT PROVISIONS

a) This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement may only be amended in writing and must be, signed by both parties. No terms and conditions other than the terms and conditions contained herein shall be binding upon TEConomy unless accepted by it in a writing signed by it. All terms and conditions contained in any other oral or written communication which are different from or in addition to the terms and conditions herein (including those contained in any CLIENT invoice or purchase order) are hereby rejected and this document is the complete and exclusive statement of the terms.

b) Each party represents that it is a duly organized corporation, in good standing pursuant to applicable laws and regulations governing its existence. The individual who has executed this Agreement is duly empowered and authorized to enter into it as a binding obligation of that party.

c) This Agreement shall be construed in accordance with the laws and enforced within the jurisdiction of the State of Ohio and the United States of America.

d) This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party but shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

e) TEConomy may not assign or delegate this Agreement to a third party without CLIENT'S express written consent. Notwithstanding the foregoing, TEConomy shall be permitted to use subcontractors and other independent contractor consultants from time to time in performing hereunder to the extent set forth in Proposal No. 202304.

f) Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, civil disorders, acts of any civil or military authority, judicial action, terrorist acts, natural disasters, shortage of raw materials and strikes and other labor problems or shortages.

**AUTHORIZATION:**

By signing below, CLIENT agrees to the terms and conditions specified herein and is retaining TEConomy to perform the services specified in the proposal.

Please retain one copy for your records while returning one to the address listed below:

Deborah Cummings
**TEConomy Partners LLC**
1355 Oakview Drive
Columbus, OH 43235
Telephone: 1 (614) 395-3725
cummingsd@teconomypartners.com

| **Joplin Regional Alliance for Healthcare and Health Science** | **TEConomy Partners, LLC** |
|---|---|
| By: _____ | By: Deborah E. Cummings |
| Name: _____ | Name: Deborah E. Cummings |
| Title: _____ | Title: President |
| Date: _____ | Date: January 5, 2023 |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2023-450 – Purchase agreement between the City of Joplin and TriVan Truck Body, for the purchase of (1) Mercedes Sprinter and upfitting to serve as a medical services vehicle and containing a contingency clause.

**MEETING DATE**
February 06, 2023

**ORIGINATING DEPT**
Health Department

**ATTACHMENTS**
CB2023-450 Council Bill; CB2023-450 Supplemental Item Bid Tabulation; CB2023-450 Supplemental Item "Exhibit A" Quotation; CB2023-450 Supplemental Item Health Vehicle Bid Package

**REVIEWED BY**
Director of Health: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

**SUMMARY**
This Council Bill is a purchase agreement by and between the City of Joplin and TriVan Truck Body, LLC, a Washington Limited Liability Company, for the purchase of (1) one Mercedes Sprinter to provide mobile medical services within the City of Joplin. The total purchase price is One Hundred Thirty-Four Thousand, Thirteen Dollars, no Cents, ($134,013.00).

**BACKGROUND**
Staff conducted a formal bid opening on January 03, 2023, for the purchase of a mobile medical services vehicle for immunizations and other medical services. Six bids were received and included in the bid tabulation. The lowest priced bid was not accepted due to an incomplete bid package and a vehicle that did not meet the bid specifications. The next lowest bid was selected, submitted by TriVan Truck body in the amount of $134,013.00. Purchase of vehicle is contingent on the City of Joplin, Missouri, being awarded an extension of its Epidemiology and Laboratory Capacity Enhancing Detection (ELC-ED) expansion contract from the State of Missouri to or beyond March 31, 2024. The Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Extension Contract will reimburse 100% of the cost of the vehicle. No local match is required.

**FUNDING SOURCE**
ELC-ED Contract MODHSS

**RECOMMENDATION**
City staff recommends adoption of the Council Bill.

# CITY OF JOPLIN, MISSOURI
# FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2023-01 BID ITEM DESCRIPTION Health Vehicle BID

BID OPENING DEADLINE: 01-23-23 at 10:30 AM DEPARTMENT: Health

REQUISITION NUMBER: DATE & TIME OPENED: 01/03/2023 10:30 AM

OPENED BY: Ryan Talken WITNESSED BY Devin Blankenship

| VENDOR NAME | DATE RECEIVED | BID # 012023-01 | PROJECT # | VENDOR DEBARRED OR SUSPENDED-Y OR N | BID AMOUNT | |
|---|---|---|---|---|---|---|
| FARBER Specialty | 1/3/23 | # 1 | | | $ ~~253~~ 958.00 | 10:30 |
| Global Emergency Vehicle | 12/30/22 | # 2 | | | $ 120,750.00 | 10:31 |
| TREVAN TRUCK | 12/30/22 | # 3 | | N | $ 134,013.00 | 10:32 |
| Rodney Lunsford Wakarusa Coach Company | 12/30/22 | # 4 | | | $ 239,389.00 | 10:33 |
| Bearing Ventures Chef Units | 12/30/22 | # 5 | | | $ 135,053.17 | 10:36 |
| mathews specialty Vehicles | 12/27/22 | # 6 | | | $ 157,898.00 | 10:37 |
| | | | | | | |

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

# BID PACKAGE

# #2023-01

# HEALTH VEHICLE BID

for

## *(1) MOBILE MEDICAL SERVICES VEHICLE*

HEALTH DEPARTMENT
321 East Fourth
JOPLIN, MO 64801

(417) 623-6122

# REQUEST FOR BIDS

The City of Joplin, Missouri will accept sealed bids until 10:30 A.M., Tuesday January 3, 2023, at the Health Department offices located at 321 East Fourth Street, Joplin, Missouri, 64801 for the following:

## *(1) MOBILE MEDICAL SERVICES VEHICLE*

Specifications and bid forms are available from Ryan Talken, Director at 417-623-6122. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and solicit again at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Ryan Talken,
Public Health Director
*Publication Date:* ***Wednesday, December 14, 2022***

# INSTRUCTIONS FOR BIDS

The City of Joplin, Missouri bids to PURCHASE the following:

# *(1) MOBILE MEDICAL SERVICES VEHICLE*

All Bids shall have firm-fixed F.O.B. Joplin; Missouri, 64801 price and shall be honored for a minimum of ninety (90) days following the bid opening.

Vehicle should be delivered completed and fully built to the agreed upon specifications to the City of Joplin Health Department, located at 321 East Fourth Street, Joplin, Missouri 64801 no later than March 31, 2024.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this proposal document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform, as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be included with the bid. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

MARK PROPOSAL ENVELOPES: "#**2023-01, HEALTH VEHICLE BID, 10:30 A.M. Tuesday, Jan 03, 2023"**

Questions concerning the specifications and bidding procedures should be directed to Ryan Talken, Health Director at 417-623-6122, or mailed to Joplin Health Department, 321 East Fourth Street, Joplin, MO, 64801.

# MEDICAL SERVICES VEHICLE
# TYPE VEHICLE SPECIFICATIONS

The intent of these general specifications are to establish the minimum performance standards for a mobile medical vehicle suitable for administering Covid-19 vaccinations and testing and will be manufactured, structured and assembled by using best quality materials, components and workmanship in accordance with sound engineering principles and manufacturing practices to provide safe and reliable highway and city transportation for the administration of medical services.

The basic vehicle, both chassis and body, must be a current year factory production.

Unless otherwise stated in the specifications, all equipment and options that are normally provided as standard by the OEM shall be provided by the Vendor whether or not included in the specifications. If any specification requirement has been updated by the OEM manufacturer, Vendor or third-party equipment provider the Vendor shall identify the updated equipment and request approval under "approved equal" requirements.

All manufacturing modifications, equipment, devices, materials, warranties, miscellaneous items, etc. which the manufacturer customarily and routinely applies to the vehicle shall be included. No advantage shall be taken by the manufacturer in the omission of any part or detail, which goes to make the vehicle complete and ready for service, even though such parts or detail are not mentioned in these specifications. All equipment provided must meet or exceed State and Federal requirements applicable to the equipment. All parts not specifically mentioned which are necessary in order to provide a complete vehicle, shall, at a minimum, conform in strength, quality of material and workmanship to what is provided by the automotive industry generally.

Where a name brand or other requirement is identified in the specification that is perceived by the industry to limit available competition, the Vendor may request that an "approved equal" be provided. Requests for "approved equal" shall be made to the City of Joplin prior to bid submittal in adequate time for the agency to review the request and respond within the timeframe set out for questions in the bid documents. Request for "approved equal" shall be supported by documentation, verified test results and any available information relating to product life and maintenance and repair costs in addition to documentation that product complies with all federal, state, local and industry requirements.

The City of Joplin reserves the right to conduct in-plant inspections.

1. Chassis types - Such as the following: Ford Transit, Mercedes Sprinter or similar.
2. Overall Vehicle Length shall <u>not exceed 23 feet</u>.
3. Include schematic of floor plan and vehicle dimensions. Include interior finish schedules, cabinetry or storage, seating, counter tops.
4. Indicate down payment terms in bid documents.

5. Indicate build time to delivery in bid document from the time a contract is signed.
6. NOTE build must be completed and delivered by no later than March 31, 2024.
7. Bidder must be willing to accept in the event that vehicle is not 100% completed and delivered by March 31, 2024, that any down payment money will be promptly re-imbursed and the contract is void.
8. Indicate delivery cost as line item in bid to the City of Joplin, Missouri 321 East Fourth Street, Joplin Missouri 64801.
9. An exterior graphics package customizable to the City of Joplin Health Department logo is highly preferred. Indicate if this an option and include as a line item in bid.
10. The vehicle will have a minimum of one seat suitable for a patient to safely sit while receiving medical services such as vaccinations located in the patient care area of the vehicle. Acceptable seating options would include options such as permanently secured bench style seating, blood draw / phlebotomy style chair. Indicate type and location of seating.
11. Body Interior Construction - The inner construction must be made of smooth and easily cleanable surfaces in patient care area. Indicate floor, wall, and ceiling material type.
12. Interior height shall be minimum of 70".
13. An exterior awning shall be provided. A power awning is preferred indicate size and type (manual or power) of exterior awning in bid.
14. Indicate number and type (manual or electric) of stabilizing jacks.
15. Back up camera shall be included.
16. Handwash sink preferred. Indicate type such as built in or portable and holding tank capacities
17. Indicate type, number and location of electronic and electrical ports including USB, Cat 6 and 110 electrical outlets.
18. A minimum of one medical grade refrigerator shall be included. Appliance shall be AC/DC compressor operated. Indicate the brand and size of unit.
19. A freezer for the storage of vaccine is preferred. This may be incorporated into the refrigeration unit. Indicate if freezer is included, brand and size.
20. Indicate generator size, type (alternator driven or external unit) and location.
21. Include electrical cord for use when connected to shore power.
22. Vehicle must have a shore power option that powers the unit including refrigeration, lighting and HVAC when connected.
23. Vehicle shall have both interior cabin and cargo area lighting. Lighting intensity shall be suitable to provide medical services in nighttime or lowlight conditions.
24. Vehicle shall have exterior lighting illuminating the entrance and exits including the area under the exterior awning. Light intensity shall be suitable to provide medical services in nighttime or lowlight conditions.
25. Indicate number of auxiliary batteries included.
26. Body Exterior, Construction - The materials used and the assembly method of the roof, side panels, and floor will be the manufacturer's standard construction, uniformly connected, lapped and sealed providing a weather and dust proof body. Drip rails shall be installed above all doors to prevent water leakage into the vehicle.

27. Headliner - Shall be full length for driver and passenger area. This headliner shall have longitudinal and cross member supports where needed to prevent flexing and vibrations.
28. Insulation - The interior dash firewall, lower panels, doors, floor, sidewalls, roof headliner and etc. shall be insulated. Insulation shall be adequate to provide four season comfort with the use of hvac in the cabin and cargo areas of the vehicle.
29. A grab rail or handles shall be installed to the left or right of the side entrance door within easy reach of boarding passengers to discourage the use of a door opening device for support when boarding.
30. A stepwell light shall be provided and automatically operated by door control.
31. All doors shall be weather stripped to provide a water and airtight seal. The door edge seals will be the over-lapping type to provide maximum sealing ability. The door openings shall be structurally reinforced to have the same structural integrity as the body.
32. Security System – A security system is preferred to indicate whether the bid includes security alarm.
33. Air Conditioning, Heating, Defrosting and Cooling - Front and Rear
34. Heating and Defrosting - The heating system shall consist of front units to provide heat in the driver's, the entranceway and surrounding area. And provide for comfort in the rear compartment. The unit shall be powered by the vehicle engine, shore power or by a generator. Specify size in BTU's and power source of the heating unit.
35. Cooling - The system shall be powered by the vehicle engine, shore power or by a generator. The cooling system to provide comfort in the rear compartment shall be adequately sized to cool the medical services area and drivers cabin area of the vehicle. Specify size in BTU's and power source of air conditioning unit.
36. Chassis manufacturer's optional front air conditioning shall be included.
37. Chassis and Body - Requirements and Performance
    The chassis, fully loaded and equipped body, must provide proper weight distribution. The front and rear weights must not exceed the chassis manufacturer' gross axle weight rating.
38. Front Section, Exterior - Shall have manufacturer's standard grill; grill frame, lamp moldings, etc.
39. Front Section, Interior - Shall have all items regularly furnished as standard by the manufacturer.
40. Color- exterior shall be noted on bid, the preferred color is <u>white.</u>
41. Lights and Signals-all interior and exterior lights will be of LED design.
42. Exterior - High and low beam headlights, parking, tail, stop, backup, front and side marker lights or reflectors, license plate, hazard warning flashers and directional signals. Stop, tail, and turn lights will be LED design. OEM headlights without LED design are acceptable.
43. Interior - Instrument panel, front and rear overhead lights, and all doors.
44. All interior lights shall be adequately recessed so as to not be a hazard to occupants. Interior light fixtures shall be operable with or without engine running.
45. Instrument Panel and Instruments - Standard panel with gauge instrumentation for fuel, engine temperature, oil pressure, alternator, speedometer and odometer.

46. A minimum of an AM-FM radio system.
47. Engine – Indicate engine specifications
48. Transmission – Automatic
49. Steering – Power steering.
50. Tires will be mounted so air pressure can be easily checked on all tires.
51. Safety Equipment - New unit to have all the latest standard safety equipment required by laws and regulations.
52. Bidder will supply a vehicle that meets all Federal Motor Carrier safety Regulations.
53. Exceptions to specifications must be clearly noted and included with your bid for consideration.

**The following shall be furnished and included with your bid:**

All bidders shall describe and furnish a complete detailed listing of the vehicle, requested drawings and modifications of the equipment they propose to furnish.
A detailed drawing, showing interior floor plan, dimensions and seating arrangements shall be included.
A detailed drawing of vehicle exterior or photos of similar vehicle shall be included with bid.
Certification that vehicle meets all Federal Motor Carrier Safety Regulations.
A guarantee that the chassis manufacturer's warranty will be in effect at the time of delivery and acceptance. (36 months, 36,000 mile minimum)
A copy of the manufacturer’s bumper to bumper warranty as well as copies of all major components. (heating and cooling assemblies, engine, transmission, wheelchair lift and alternator) Warranty terms on these components to be a minimum of 2 years, or 24,000 miles.
Descriptive literature and detailed specifications for lift system if included in bid.
Description of air-conditioning, heating and defrosting system and BTU output.
Certification of adequacy of heating and cooling systems.

**To be furnished with each vehicle at time of delivery**
1. Copy of the operator's manual for the basic chassis and other systems.
2. Copy of the parts book and maintenance manual for add on equipment used in modification.
A SCHEMATIC OF ANY INSTALLED WIRING SHALL BE FURNISHED WITH EACH VEHICLE

CITY OF JOPLIN

# Medical Services Vehicle BID FORM

DESCRIPTION:

Manufacturer: _____

Model: _____Year:_____

Fuel Type:_____

BID PRICE/DELIVERED PER VEHICLE

$_____

F.O.B. JOPLIN, MISSOURI

COMPLETION TIME AFTER RECEIPT OF ORDER: _____DAYS

COMPANY_____

ADDRESS_____

_____

SIGNATURE_____

TELEPHONE_____

EMAIL_____

MBE_____WBE_____

MARK BID ENVELOPE: **"BID #2023-01 HEALTH VEHICLE BID 10:30 A.M., TUESDAY, JANUARY 03, 2023"**

**TriVan Truck Body**

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

# Estimate

| Date | Estimate # |
|---|---|
| 12/16/2022 | 9801 |

| Name / Address | Ship To |
|---|---|
| City of Joplin, Missouri<br>321 East Fourth Street<br>Joplin, MO 64801 | 321 East Fourth Street<br>Joplin, MO 64801 |

| P.O. No. | Terms | Due Date | Rep | Account # | FOB | Project |
|---|---|---|---|---|---|---|
| | Net 30 | 3/31/2023 | CGH | | Joplin, MO | |

| Item | Description |
|---|---|
| DESCRIPTION | NOTES:<br>This quotation refers to the bid entitled "#2023-01, HEALTH VEHICLE BID, 10:30 A.M. Tuesday, Jan 03, 2023".<br>It describes the purchase of a Mercedes Sprinter chassis, and upfitting of this chassis, with delivery.<br>No stabilizing jacks required.<br>No down payment required, terms are NET 30.<br>City of Joplin employees are welcome to come by TriVan Truck Body's plant at any time; before, during or after production of van.<br>Delivery is included in this quotation.<br>Graphics are included in this quotation.<br>Firm delivery date of completed unit to City of Joplin is March 31, 2024 at the latest. |
| DESCRIPTION | DESCRIPTION:<br>Vehicle to be used by the City of Joplin's Health Department to provide mobile medical services.<br>TriVan Truck Body will provide the chassis, complete upfitting and delivery of the van. Upfit to include insulation of interior with 1" of spray-foam urethane insulation. Full interior will be lined in hospital-white painted aluminum lining. 2 room design achieved by separating forward cab area and rear patient care area by a partition wall with sliding window. Rear patient care area to have a fold-down table, 2 jump seats for medical staff and/or patient. On-board handwash station is to be in this rear patient care area.<br>Generator required. Includes an electrical service panel, electrical outlets with USB, 15 amp shore panel inlet (weatherproof), and 2000W inverter system (with 2 auxiliary battery to run interior lighting if vehicle is turned off). 12V LED interior lighting on ceiling, with switches inside. Includes exterior scene lighting at the passenger side of the van. The included auxiliary battery will have a recharge circuit to charge while the engine is running, or when the shore inlet is plugged in.<br>Flooring is plywood, overlayed with spray-on black bed liner to allow for easy washout/cleanout and overall cleanliness.<br>All interior outlets are powered by the inverter and include built-in USB charge ports.<br>Vehicle will be delivered, with weight slip and all manufacturer documentation and warranty information, to the City of Joplin, Missouri. |
| CHASSIS | CHASSIS:<br>TriVan Truck Body-supplied 2023 Mercedes Sprinter, 144wb, high roof, 3/4 ton, white, with backup camera. |

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (0.0%)** | |
| **Total** | |

**TriVan Truck Body**

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

# Estimate

| Date | Estimate # |
|---|---|
| 12/16/2022 | 9801 |

| Name / Address | Ship To |
|---|---|
| City of Joplin, Missouri<br>321 East Fourth Street<br>Joplin, MO 64801 | 321 East Fourth Street<br>Joplin, MO 64801 |

| P.O. No. | Terms | Due Date | Rep | Account # | FOB | Project |
|---|---|---|---|---|---|---|
| | Net 30 | 3/31/2023 | CGH | | Joplin, MO | |

| Item | Description |
|---|---|
| UPFITTING BY... | MERCEDES SPRINTER VAN PREP:<br>TriVan to prep van for pre-wiring, prep for interior lining & provide anchor points for installation of partitions & counters, etc. Includes removal of cab area headliner to run all necessary lines & wiring. All interior LED lights to be switched in each individual room plus a master power cutoff switch in cab. |
| INSULATION | INSULATION:<br>1" urethane spray-foam insulation in walls and ceiling of Sprinter van, as space allows. No insulation sprayed in rear doors or side slider door..<br>Styrofoam or pink-foam as required.This is a closed cell, non-settling type foam that provides R6 insulation. |
| LINING | INTERIOR LINING: WALL & CEILING<br>Full interior walls and ceiling to be lined in 14ga aluminum, prepainted white. Rear doors and slider side door are not lined. All paneling is professionally installed by TriVan using removable fasteners, and will follow the tapering contours of the Sprinter van interior. All interior lining also includes aluminum trim work between wall/ceiling joints. |
| PARTITIONS | PARTITIONS:<br>1 aluminum solid partition separates the cab seating area from the cargo area. It includes (1) slider window to cab. |
| FLOORING | FLOORING:<br>Full flooring of van is sprayed in black Durabed anti-skid bedliner (applied over top of a 3/4" plywood subfloor that is added by TriVan)<br>Includes spraying approximately 10-12" up the side walls as well. |
| SEATING | SEATING: JUMP SEATS:<br>Supply & install (2) wall-mounted spring-loaded jump seat (no seat belt) in the rear patient care area. One of the seats is to be installed on the rear-facing side of the cab partition wall (close to the slider door).<br>The second seat is to be installed on the driver side wall.<br>These seats spring load up flat against the wall when not in use. |

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (0.0%)** | |
| **Total** | |

**TriVan Truck Body**

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

# Estimate

| Date | Estimate # |
|---|---|
| 12/16/2022 | 9801 |

| Name / Address | Ship To |
|---|---|
| City of Joplin, Missouri<br>321 East Fourth Street<br>Joplin, MO 64801 | 321 East Fourth Street<br>Joplin, MO 64801 |

| P.O. No. | Terms | Due Date | Rep | Account # | FOB | Project |
|---|---|---|---|---|---|---|
| | Net 30 | 3/31/2023 | CGH | | Joplin, MO | |

| Item | Description |
|---|---|
| SINK STATION | "LAB SINK" PACKAGE:<br><br>Includes Stainless Steel handwashing sink mounted in countertop<br>- with spring loaded HOT & COLD faucets<br>Includes 5 gallon fresh water tank (blue polyethylene container)<br>Includes 5 gallon grey water tank (blue polyethylene container)<br>12V Shurflo Water Pump<br>- with manual ON/OFF switch located on wall above sink<br>110VAC Instant Water Heater<br>PEX Plumbing<br>Includes all connections / fittings / straps / etc |
| HVAC | AIR CONDITIONING:<br>Supply and install (1) 13500 BTU roof-mount AC unit. |
| HEATING | HEATING:<br>Supply and install (1) wall-mounted 1000W electric fan with adjustable speed fan. |
| 110V 12V ELE... | COMBINATION 12V/110V ELECTRICAL PACKAGE:<br>Includes the following:<br>~ Service Panel (Blue Sea Systems 12V/110V panel with backlit rocker style circuit breakers or equivalent)<br>~ (2) 12VDC Group 31 AGM Batteries with tie-down provisions and recharge circuit.<br>~ manual master disconnect switch near driver's seat (cuts off all power draw downstream from the house batteries)<br>~ SurePower Battery Separator connection to chassis batteries (SP-1314-200)<br>~ all cable / connectors / straps / loom.<br>~ Samlex 2000 Watt modified Sine Wave Inverter (Sam-2000-12)<br>~ automatic Transfer Switch as necessary.<br>~ Samlex Battery Charger (SEC-1215UL) (or C-TEC battery charger (PN 56-353))<br>~ 15A Shorepower Plug to suit (including RV style pigtail adaptor cord) Included - located on roadside exterior wall. Includes power cable.<br>~ (6) 110V duplex plugs with built-in USB charge ports<br>~ (6) Maxxima (model M84416) LED ceiling lights with switch at side entry door |

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (0.0%)** | |
| **Total** | |

**TriVan Truck Body**

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

# Estimate

| Date | Estimate # |
|---|---|
| 12/16/2022 | 9801 |

| Name / Address | Ship To |
|---|---|
| City of Joplin, Missouri<br>321 East Fourth Street<br>Joplin, MO 64801 | 321 East Fourth Street<br>Joplin, MO 64801 |

| P.O. No. | Terms | Due Date | Rep | Account # | FOB | Project |
|---|---|---|---|---|---|---|
| | Net 30 | 3/31/2023 | CGH | | Joplin, MO | |

| Item | Description |
|---|---|
| GENERATOR | GENERATOR:<br>Supply a Honda 2200-Watt Remote Stop/Recoil Start Bluetooth Super Quiet Gasoline Powered Inverter Generator with Advanced CO Shutdown (Model EU2200i). To be located on driver side wall on floor. |
| FRIDGE | MEDICAL REFRIGERATOR/FREEZER:<br>Supply and install a medical, pharmacy/vaccine refrigerator and freezer, CliniCool Silver Series Prime 9 cu. Ft. Item#: LHP-9-RFCG-PH or equivalent. To be installed against the roadside wall. |
| 12V ELECTRI... | 12V ELECTRICAL: OUTSIDE LIGHTING:<br>Supply & install (4) Whelen PELCC LED exterior scene lights: 2 on rear of van, 2 on passenger side exterior. All lights switched in cab, with master cut off switch in cab |
| POWER AWNI... | POWER AWNING:<br>Supply & install (1) power awning, to span the width of the passenger side wall, on the Sprinter van's roof. Model CareFree or Fiamma. This awning will have a switch at the side slider door. Includes winD-sensor and auto-retract safety feature. |
| GRABHANDLE... | SIDE ENTRY GRAB HANDLE:<br>Supply & install (1) firetruck style grab handle with end-stanchions and rubber grip insert on the right hand of the side entry door. |
| DECALS | GRAPHICS:<br>Graphics are included in this quotation. |
| PAINT | PAINT:<br>All lining (walls & ceiling), ceiling liner & partition is to be painted white. |
| DELIVERY | DELIVERY:<br>Completed van is drive-delivered to Joplin, MO with a weight slip.<br><br>MANUALS & DOCUMENTATION:<br>Vehicle is delivered with a full operator's manual and all OEM manuals included (HVAC, lighting, Blue Sea, Mercedes, etc). Also any warranty information. |

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (0.0%)** | |
| **Total** | |

**TriVan Truck Body**

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

# Estimate

| Date | Estimate # |
|---|---|
| 12/16/2022 | 9801 |

| Name / Address | Ship To |
|---|---|
| City of Joplin, Missouri<br>321 East Fourth Street<br>Joplin, MO 64801 | 321 East Fourth Street<br>Joplin, MO 64801 |

| P.O. No. | Terms | Due Date | Rep | Account # | FOB | Project |
|---|---|---|---|---|---|---|
| | Net 30 | 3/31/2023 | CGH | | Joplin, MO | |

| Item | Description |
|---|---|
| DESIGN DRA... | DESIGN DRAWINGS:<br>AutoCad design drawings shall be provided for customer approval prior to manufacture |

| | |
|---|---|
| **Subtotal** | USD 134,013.00 |
| **Sales Tax (0.0%)** | USD 0.00 |
| **Total** | USD 134,013.00 |

**COUNCIL BILL NO. 2023-450 ORDINANCE NO.**

AN ORDINANCE authorizing the purchase of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, for the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing a contingency clause.

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

Section 1. That the purchase order of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, in the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

Section 3. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be and the same is hereby amended by increasing revenue and appropriations by the total amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00).

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

Section 5. That this Ordinance is contingent on the City of Joplin, Missouri, being awarded an extension of its Epidemiology and Laboratory Capacity Enhancing Detection (ELC-ED) expansion contract from the State of Missouri to or beyond March 31, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney