JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 3, 2025
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. City Hall Elevator Update

      Documents:

      CITY HALL ELEVATOR UPGRADE UPDATE.PDF

   2. Joplin Area Chamber Of Commerce Quarterly Update

      Documents:

      CHAMBER-MOKAN REPORT TO COUNCIL Q1 2025-COMBINED.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 Accountability

   2. Timothy Buckles Requested To Speak On Animal Welfare, Enforcement & Expansion Of City Municipal Codes

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

PUBLIC HEARING PROCEDURES.PDF

2. Public Hearing For An Application For A Vehicle For Hire Business License Application-Arise Mobility

3. COUNCIL BILL NO. 2025-264
Council Bill 2025-264- 7231 E 24th Street- Easement Vacation- A request to vacate a utility easement- AM Properties TWO, LLC- Planning and Zoning Commission Recommends Approval

Documents:

2025-264SUMMARY.PDF
264REPORT.PDF
264MINUTES.PDF
264APP.PDF
264MAP.PDF
CB2025-264.PDF

4. COUNCIL BILL NO. 2025-260
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 328 acres at the SW corner of Old Scotland Rd and E 7th St, and approximately 480 feet east of the roundabout at I-44 and S Prigmor Ave, Jasper County, Missouri (Requested by JIDA. Planning and Zoning Commission recommended approval).

Documents:

2025-260SUMMARY2.PDF
260REPORT.PDF
260MINUTES.PDF
260APP.PDF
260MAP.PDF
CB2025-260.PDF

8. Consent Agenda

1. Minutes Of The February 3, 2025, Joplin City Council Meeting

Documents:

FEBRUARY 3, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-105
AN ORDINANCE approving an amendment (Change Order 1) to the construction agreement with Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00) for the 4th and Murphy Blvd Geometric Improvements 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 2024-2025 as

adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-105.PDF

3. COUNCIL BILL NO. 2025-108
AN ORDINANCE approving the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader; and, setting a date when this ordinance shall become effective.

Documents:

CB2025-108.PDF

4. COUNCIL BILL NO. 2025-250
AN ORDINANCE providing to vacate a utility easement, lying on property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri.

Documents:

CB2025-250.PDF

5. COUNCIL BILL NO. 2025-256
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 18775 Apple Rd, Jasper County, Missouri.

Documents:

CB2025-256.PDF

6. COUNCIL BILL NO. 2025-258
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 include in District M-2 (Heavy Industrial) property as described below and located at 8125 E 26th St, Jasper County, Missouri.

Documents:

CB2025-258.PDF

7. COUNCIL BILL NO. 2025-604
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to

Don Brown Chevrolet in the amount of Eight Hundred and Sixty-Seven Thousand Three Hundred Sixty Dollars and No Cents ($867,360.00) for the purchase of sixteen (16) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB2025-604.PDF

9. Resolutions

1. RESOLUTION NO. 2025-003
A resolution to appoint new members to the Finance Committee.

Documents:

COJ FINANCE COMMITTEE SUMMARY SHEET 2.18.25.PDF
RESOLUTION ASSIGNING FINANCE COMMITTEE - FEB 2025.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-606
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, DWI Enforcement, and Hazardous Moving Violations Enforcement in the amount of One-Hundred Sixty-Seven Thousand, Four Hundred Seventy Dollars ($167,470.00); 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 2025-606 MODOT GRANTS.PDF
CB 2025-606..PDF
EXHIBIT A.PDF

2. COUNCIL BILL NO. 2025-607
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Advanced Security Technologies in the amount of One Hundred Seventy-Nine Thousand Two Hundred Nine Dollars ($179,209.00) for the purchase of a Modular Vehicle Barrier System; 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 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, containing an emergency clause.

Documents:

SUMMARY ITEM 2025-607 MODULAR VEHICLE BARRIER SYSTEM GRANT PURCHASE.PDF
A. COUNCIL BILL 2025-607 MODULAR VEHICLE BARRIER SYSTEM GRANT PURCHASE.PDF
B. LETPA JOPLIN POLICE DEPARTMENT SUBAWARD AGREEMENT-PDF.PDF
C. AST SOLE SOURCE LETTER TO JOPLIN MO 2024-PDF.PDF

D. PROPOSAL TO JOPLIN MO 5 13 24-PDF.PDF
E. AST - MODULAR VEHICLE BARRIER SYSTEM BROCHURE 2025.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-106
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78) for the Mill and Overlay 2025 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 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-106 MILL AND OVERLAY 2025 SUMMARY SHEET.PDF
CB2025-106 MILL AND OVERLAY 2025 ORDINANCE.PDF
CB2025-106 MILL AND OVERLAY 2025 BID SUMMARY.PDF
CB2025-106 MILL AND OVERLAY 2025 CONSTRUCTION CONTRACT.PDF
CB2025-106 MILL AND OVERLAY 2025 EXHIBIT MAPS.PDF

2. COUNCIL BILL NO. 2025-110
AN ORDINANCE approving Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-110 SUMMARY SHEET OWN 20TH ST. MATERIALS TESTING (1).PDF
CB2025-110 COUNCIL ORDINANCE OWN 20TH ST. MATERIALS TESTING (1).PDF
CB2025-110 WORK AUTHORIZATION-OWN 20TH ST. MATERIALS TESTING (1).PDF

3. COUNCIL BILL NO. 2025-111
AN ORDINANCE approving an agreement with GFL Environmental Inc to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-111 CITY FACILITY SOLID WASTE COLLECTION SERVICES - SUMMARY SHEET.PDF
CB2025-111 CITY FACILITY SOLID WASTE COLLECTION SERVICE - ORDINANCE.PDF
CB2025-111 2025 CITY FACILITY SOLID WASTE COLLECTION SERVICES - 2025 CONTRACT.PDF
CB202-111 CITY FACILITY SOLID WASTE COLLECTION SERVICES - GFL ENV FACILITIES RESPONSE.PDF
CB2025-111 CITY FACILITY SOLID WASTE COLLECTION SERVICES - BID SUMMARY.PDF
CB2025-111 CITY FACILITY SOLIS WASTE COLLECTION SERVICES - COST ANALYSIS FOR 2025 RFP CITY FACILITY SOLID WASTE COLLECTION.PDF

4. COUNCIL BILL NO. 2025-259
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson for Professional Planning Services relating to the creation of the Metropolitan Transportation Plan for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

GS 2025-259 MTP UPDATE.PDF
CB 2025-259 AGREEMENT.PDF
RFP 2025-03 TABULATION SHEET.PDF
RFP 2025-03 EVALUATION CRITERIA.PDF
OLSSON RFP RESPONSE (1).PDF
ORDINANCE 2025-259 MTP UPDATE FINAL.PDF

5. COUNCIL BILL NO. 2025-608
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Southwest Solutions Group, Inc. in the amount of Two Hundred and Ninety-Five Thousand Two Hundred and Two Dollars and Ninety-Three Cents ($295,202.93) for the purchase of a High-Density Evidence Storage System; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

SUMMARY ITEM 2025-608 EVIDENCE STORAGE SYSTEM PURCHASE.PDF
A. COUNCIL BILL 2025-608 EVIDENCE STORAGE SYSTEM PURCHASE.PDF
B. (147578) JOPLIN PD_EVIDENCE STORAGE SYSTEMS_SSG 127309 BUDGET QUOTE_1-28-25-PDF.PDF
C. SOUTHWEST SOLUTIONS GROUP (AUTH AC-JOPLIN PD-MO STATE CONTRACT)-PDF.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2025-252
AN ORDINANCE providing to vacate an alley way, lying near property

described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri.

Documents:

2025-252.PDF

13. **Unfinished Business**

14. **New Business**

    1. CASE NO. 006-25
    Case 006-25- 7231 E 24th St – Site Plan Review – A request to review a site plan – AM Properties TWO, LLC- Planning and Zoning Commission Recommends Approval

    Documents:

    006-25SUMMARY.PDF
    006-24REPORT.PDF
    006-25 MINUTES.PDF
    006-25APP.PDF
    006-25 SITE PLAN.PDF
    006-25 SITE PLAN2.PDF
    006-25MAP.PDF

    2. Confirming Boards And Commissions Appointments

    3. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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 12:00 PM on this 27th day of February 2025 (RSMo 610.020)



City Hall Elevator Repairs Update

City of Joplin

Council Meeting| March 3, 2025

Brief History



- Elevators 1 & 2 were modernized in 2006
  - Elevators 1 & 2 are built for duplex operation, operating in tandem
  - The code in effect during the modernization was the 1996 elevator code.
  - Drive system no longer available and repairs only
- Elevator 3 is a separate drive and system
  - Elevator 3 was modernized in 2012 and the code in effect was the 2010 code.
- Any replacement must be brought up to 2018 standards





- September 2023, Elevator 1 repairs and troubleshooting started after having multiple operational issues.
- February 2024, ultimately the suspected faulty circuit board replacement was sourced and ordered. Not the issue.
- 2024 saw a series of troubleshooting efforts and attempted repairs, parts and electronic replacements, to no avail
- January 2025, last resort quote ($53,256.00) to remove the drive system and ship overseas to repair with no guarantee will be resolved.
- February 2025,options to modernize all three elevators and costing explored: $500k-$900k.



- Have been receiving various estimates for consideration.
- Funding options being reviewed and specs being developed to include access control
- We could be ready to bid in Spring
- Project completion date: possibly Fall

- Benefits in modernizing and having all systems on same technology and schedule
- Includes regional service and maintenance as part of the package
- Repairs would be done in sequence Elevator 1, 2, then 3
- Only one elevator would be down at a time allowing for other two for normal operation



JOPLIN
MISSOURI

Questions?

JOPLIN AREA CHAMBER / MOKAN
ECONOMIC DEVELOPMENT UPDATE
FEBRUARY 2025

The City of Joplin's investment enables the Joplin Area Chamber and MOKAN to increase capacity regarding promotion of the city as a place to do business, as well as to live, work and raise a family to potential workers. It also expands opportunities for more access to state and national resources, leaders and markets through conferences, mission trips with the Missouri Partnership and advertising mediums. Activities carried out in the previous quarter are as follows:

BUSINESS ATTRACTION:

RFI's

- 39 received in 2024 (1 in Jan '25)
- 12 submitted on behalf of City of Joplin (1 in Jan)
- 11 submitted for MOKAN region (0 in Jan)

Projects Submitted Since Previous Report:

Project Circle

- Biomanufacturing
- 62 full-time jobs with avg wage of $67,000
- $126 million capital investment
- 15-30+ acres, preference for renewable energy
- Submitted Wildwood site

Project Twister

- Chemical Manufacturing
- 8-10 full-time jobs with new annual payroll of $500,000 ($30/hr)
- $10 million capital investment
- 5-10 acres, rail service required
- Submitted Wildwood site

Project Delaney

- Pharmaceutical production
- 800 full-time jobs with avg wage of $120,000
- $4 Billion capital investment
- 150-250 acres, significant power requirements
- Submitted Wildwood site

Project Luca (2025)

- Tire Manufacturer
- 500 full-time jobs
- $1 Billion capital investment
- 330 acres to construct 800,000 sf facility

- Submitted Wildwood site

Active Projects

Project Level (Attraction)
- Company that works in the repairment of basement foundations
- 50 full-time jobs with avg salary of $100,000-$110,000
- 5 acres greenfield
- Site visit in Neosho, also looking for temporary space in Joplin for 1 year

Project Flash (Expansion)
- Existing company expanding building footprint and adding jobs
- 14 new full-time jobs
- $4.5 million capital investment

MARKETING & PROMOTIONS OF JOPLIN ACTIVITIES:

- **MOKAN Website**
  - The new and improved website will go live by May 2025.
  - Features of the site will include:
    - Condensed content (less is more)
    - Revised site map for easier navigation
    - RSS feed to feature investor and partner updates from across the region
    - An interactive map of the MOKAN region that will make it easier for site selectors and company reps to quickly pull stats and data on each county
    - Better recognition of partners and investors

- **MOKAN LinkedIn Account (2024 data)**
    - 97 Posts (up from previous years where there were typically one to two per month)
    - 19,945 Views
    - 948 Reactions and 27 Reposts
    - Added 128 Total Followers
      - Current Count is 676
    - If you are on LinkedIn please follow the MOKAN page and share posts to amplify our message and increase our audience

- **Choose Joplin Website (2024 data)**
  - 6,136 Sessions
  - 4,461 Active Users
  - 57,793 Event Counts (a user taking action on the site; clicking or scrolling)
  - Top pages viewed:
    - Parks & Trails https://www.choosejoplin.com/parks-trails

        - Life in Joplin post, Joplin recognized as best place to live in Missouri (this post was originated from Livability that we added to the Choose Joplin blog) https://www.choosejoplin.com/post/joplin-recognized-as-best-place-to-live-in-missouri
        - Cost of Living calculator https://www.choosejoplin.com/cost-of-living
        - Life in Joplin post, City of Joplin shares list of holiday activities https://www.choosejoplin.com/post/city-of-joplin-shares-list-of-festival-holiday-activities-for-2024-holiday-season

- **Livability.com**
    - Livability is a company that specializes in attracting workforce and talent who are actively looking to relocate
    - They use targeted ad placements directed at people searching destinations online who enter in specific key words
    - They created 10 articles in 204 about Joplin designed to promote the city as a potential destination to people active in these spaces
    - Article examples:
        - 10 Must Attend Events and Festivals in and around Joplin, MO
        - I came to Joplin for college and stayed for my career
        - Why I moved Back to Joplin to Plant Roots
    - We have two more years of articles coming and we will start the process of choosing topics in March
    - Please visit the page https://livability.com/mo/joplin/ to view

- **Billboard**
    - We continue to promote positive vibes and awareness of the Joplin community to passers-by on I-44 with a billboard strategically located west of the 249 interchange – it is the first visible sign on the right as you enter Joplin
    - The current ad features the 4 college institutions located in Joplin
    - We have discontinued the ad featuring The Wall Street Journal ranking as the #2 best place for remote workers as it has been right at two years since that publication

EVENTS ATTENDED:

- **Governor's Conference on Economic Development** **St. Louis – Sep 4-6**
    - Travis Stephens and Amy Kauffman attended
    - Annual conference hosted by the Hawthorn Foundation
    - The conference featured 4 tracks, Lead, Attract, Build and Grow, with numerous speakers and sessions on best practices

- **Site Selection Consultants Mission Trip** **Cleveland/Pittsburgh Sep 30-Oct 3**
    - Amy Kauffman attended
    - Traveled with representatives from Missouri Partnership, Evergy & Spire Gas
    - Conducted meetings with individual site selection consultants with 6 different firms

- **I-49 Corridor Workforce Summit** **Bentonville - Oct 10**
    - Travis Stephens, Amy Kauffman and Kai Hamilton attended
    - Featured topics and discussions around regional workforce challenges and opportunities
    - Hosted by Crowder College and the University of Arkansas
    - MOKAN was an event sponsor

- **Area Development Women's Conference on Economic Development** **Chicago – Oct 15-17**
    - Amy Kauffman attended
    - National conference centered on site development by site selection consultants
    - Open to only women in the economic development profession

- **Hawthorn Foundation Board Meeting** **St. Charles – Nov 14 - 15**
    - Amy Kauffman attended
    - Received updates of the previous quarter's statewide business attraction efforts by the Hawthorn Foundation and Missouri Partnership
    - Tribute presentation to Gov. Parson as his last meeting before end of term

ENTREPRENEURSHIP AND NEW BUSINESS START-UP ACTIVITIES:

ATTC and NIC Incubators

- Expanded
    - Empire Roofing and Construction
    - AtWORK
    - Joplin Outlaws

- New Tenants (6 in 2024)
    - Empire Roofing and Construction
    - AtWORK (employment services)
    - Joplin Outlaws (sports / entertainment)
    - N Sure (insurance company)
    - Bedrock Bookkeeping (Accounting)
    - Joplin Region Alliance of Health

- Graduates
    - Joplin Outlaws

- Closings
    - N Sure (insurance company)

Innovate SWMO:

- The JACC is a partner in the Southern Missouri Innovation Network. This collaboration includes Codefi out of Cape Girardeau and the E-Factory in Springfield and allows us to leverage resources and expand

options for new startups and entrepreneurs. Joplin is considered a Regional Connector in the network with the E-Factory in Springfield serving as the primary entity leading the initiative.

- Programs include a "Startup Bootcamp" for true ground floor entrepreneurs with just a concept or idea and "Elevate" which is an accelerator program for younger growing businesses with 10 or more employees and more than $750,000 in annual revenue.

EXPANSION & RETENTION

- **Business Retention & Expansion Visits**
    - In 2024 we conducted BRE visits with many of our largest employers
        - Able Manufacturing
        - Ajinomoto Foods
        - Allgeier, Martin and Assoc
        - Arrow Box Company
        - Boyd Metals
        - Branco Enterprises
        - Brunner Industries
        - Cardinal Scale
        - Ducommun
        - Eagle Picher Technologies
        - General Mills
        - H.E. Williams
        - Iconex
        - Jasper Products
        - La-Z-Boy
        - Legget and Platt
        - Midcon Cables
        - Missouri Walnut
        - Owens Corning
        - Refresco
        - Thermal Engineering International

- **Manufacturers Roundtable**
    - In 2024 we launched our Large Employer/Manufacturers Roundtable series
    - This is a quarterly event with the first roundtable taking place in June and the second in November
    - The roundtables are an opportunity for reps from our largest job providers to come together and collectively share common headwinds and tailwinds and to look for potential resolutions, as well as for the Chamber to share relevant data, economic trends and information gleaned from various sources and agencies
    - The Chamber then uses the feedback to prioritize focus areas, potential programming and potential talking points to share with elected officials
    - The 2nd roundtable in November featured a presentation from Joplin Schools and their new Academies program
    - Our 3rd roundtable is taking place on February 12th and we should have more to share from this event during the in-person report to Council

MISCELLANEOUS

- **JIDA**
    - The JIDA had two major transactions in 2024
        - Selling the 55-acre MDED Certified Site at Crossroads Business Park to EaglePicher (project Buffalo) in September

        - Purchasing the 330-acre site referred to as Mi Tierra immediately north of I-44 and immediately east of Prigmore Ave in October

- MOKAN hosted the Future Forward Strategic Planning Event in September
    - Planning event for MOKAN Region using regional CEDS SWOT information
    - Established MOKAN's goals for next 5 years
    - More than 40 area stakeholders attend the event that took place at the Joplin Public Library

- Workforce Development Specialist Kai Hamilton completed the Certificate in Workforce Development Fundamentals program in December
    - This is a new program that is a joint effort between the IEDC and ACCE (Intl Economic Development Council and Association of Chambers of Commerce Executives)
    - The program will give Kai the tools and education to better perform his duties in the workforce development space
    - Click here for the press release

- The Hawthorn Foundation will be hosting their quarterly meeting in Joplin on June 5th and 6th
    - The organization hosts each meeting in a different geographic location around the state
    - Joplin will be the host of approximately 100 Hawthorn members from around the state and quite a few State, MOPAR and MDED representatives
    - The business meeting will take place on Friday morning at KCU

- **JRAH (Joplin Regional Alliance on Health Care and Health Science)**
    - Executive Director Lori Worthington was hired Dec 2, 2024
    - The Director will be responsible for executing the objectives and action items identified in the TEConomy strategic plan
    - Moving forward the JRAH will not be included in the Chamber/MOKAN update as it is now its own entity

- **Current Unemployment Rate (Dec 2024)**
    - US 4.1% (3.8% 12 mos ago)
    - MO 3.7% (3.3%)
    - Joplin 3.3% (3.6%)

  Source: https://www.bls.gov/eag/eag.mo_joplin_msa.htm#eag_mo_joplin_msa.f.1

- **Current County Average Wages**
    - Jasper $48,412 $23.28/hr
    - Newton $52,104 $25.05/hr
    - MO $62,556 $30.08/hr

  Source: https://ded.mo.gov/media/pdf/county-average-wages

Joplin, MO

Analytics Overview for Y1 Q2 – Aug. 13-Nov. 13

Analytics include Livability.com and social media data

146K+
TOTAL REACH
Livability Marketing Program

11,014	5,101	2.2	4,724	4,466	25,874
VIEWS	SESSIONS	VIEWS PER SESSION	USERS	NEW USERS	VIEWS TO DATE

Key Points

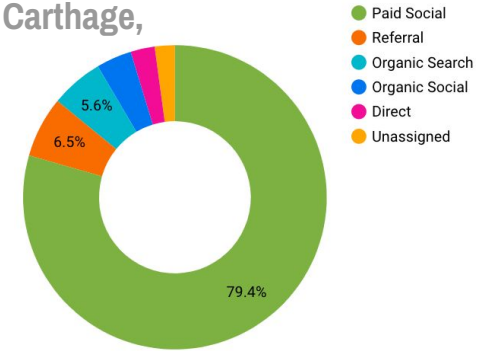
- 10 Must-Attend Events in and Around Joplin, MO was the top social post for Q2, bringing in 2,558 engagements, 2,452 link clicks and 82 shares.
- Those link clicks helped make it the top article for Q2, with 5,433 page views.
- The Joplin city page ranks #3 in Google search for "moving to Joplin MO."

Top Content *by Pageview*

1. 10 Must-Attend Events in and Around Joplin, MO
2. 5 Things To Do After Work in Joplin, MO
3. Joplin, MO, Is Perfect for Families
4. Why I Built My Business in Joplin, MO, and You Should, Too
5. I Came to Joplin, MO, for College and Stayed for My Career

Where your traffic is coming from

Top 10 cities: Kansas City KA, Kansas City MO, Chicago, Missouri (unspecified), St. Louis, Springfield, Denver, Dallas, Carthage, Carl Junction



SOCIAL MEDIA STRATEGY

Source: Facebook (META)

Top post for Y1 Q2



IMPRESSIONS
55,873

ENGAGEMENTS
2,558

LINK CLICKS
2,452

SHARES
82

TOTAL ENGAGEMENT

Impressions: 135,295

Engagements: 5,155

Link Clicks: 4,854

Post Shares: 270

Social Media Articles
FACEBOOK **4**

Leverage your content

Make the most of your Livability program

- Link your **Livability city page** on your website.
- Across our Livability social platforms, we post your program content each quarter.
    - Share our Livability social media posts on your own social platforms.
- Share your own social media posts using your **Livability Joplin content**.
- Highlight content in your newsletter.
- **Share with your local Society for Human Resource Management (SHRM)**

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

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

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

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

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2025-264 – Easement Vacation

MEETING DATE:
March 3, 2025

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:

Not applicable for this item.

SUMMARY REQUEST:

Case 005-25: 7231 E 24th St – Easement Vacation – A request to vacate a utility easement – AM Properties TWO, LLC

BACKGROUND:

Allgeier Martin has requested the vacation of a utility easement, to construct their building addition. All utility companies and City utilities have consented to the request.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Jarred Nichols presented the case on behalf of AM Properties TWO LLC. Mr. Nichols explained that AM Properties want to consolidate the two lots into one so that they can expand their building. Mr. Nichols explained that there are no existing utilities on the area they are looking to vacate.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approval of Council Bill 2025-264
Planning & Zoning Commission recommends approval of Case 005-25 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 005-25 A request to vacate a utility easement.

APPLICANT AM Properties TWO LLC

REPRESENTATIVE AM Properties TWO LLC

LOCATION 7231 E 24th St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 20′X362′

REASON FOR VACATION

Allgeier Martin plans to construct an office addition to the West side of their existing building. A utility easement is recorded with the property. They must vacate the easement before construction can take place.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no existing utilities, and the utilities have consented to the vacation request.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities plan to locate their infrastructure within the easement.

DISCUSSION

Allgeier Martin has requested the vacation of a utility easement, to construct their building addition. Utility companies and City utilities have consented to the request.

Staff recommends approving Case 005-25.

ENCLOSURES

- Application
- Map

CASE 005-25: EASEMENT VACATION

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Jarred Nichols of 7231 E 24th Street presented the case on behalf of AM Properties TWO LLC.

Mr. Nichols explained that AM Properties want to consolidate the two lots into one so that they can expand their building. Mr. Nichols explained that there are no existing utilities on the area they are looking to vacate.

Mr. Kimble asked if there were any questions from the commission.

Mr. Kimble asked if there was anyone present that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone present that would like to speak in opposition to this case.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 005-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

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.: 005-25
Filing Fee: $600.00
Received: 12/6/2024
Date Advertised:
Proj. No.: 25-010
Public Hearing Date: 2/10/25 @ 4:00 PM

Applicant: AM Properties Two, LLC Phone No.: 417-680-7200

Address: 7231 East 24th St. Joplin, MO 64804 Email: Michael.Keaton@AMCE.com

Owner: AM Properties Two, LLC Phone No.: 417-680-7200

Address: 7231 East 24th St. Joplin, MO 64804 Email: Barton.Nichols@AMCE.com

Location of Street or Easement: 7231 East 24th St. Joplin, MO, 64804 (North Half Section 15, T27N, R32W)

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. NO ADJOINING OWNERS OF LAND TO EASEMENT. PROPERTY IS OWNED BY APPLICANT ON EITHER SIDE OF THE EASEMENTS IN QUESTION.

☒ ☐ 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. UNABLE TO CONTACT REPUBLIC TRASH SERVICES.

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)	UNABLE TO CONTACT		(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	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

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

Signature: Barton J. Nichols **Date:** 12/13/2024

UTILITY EASEMENT VACATION:

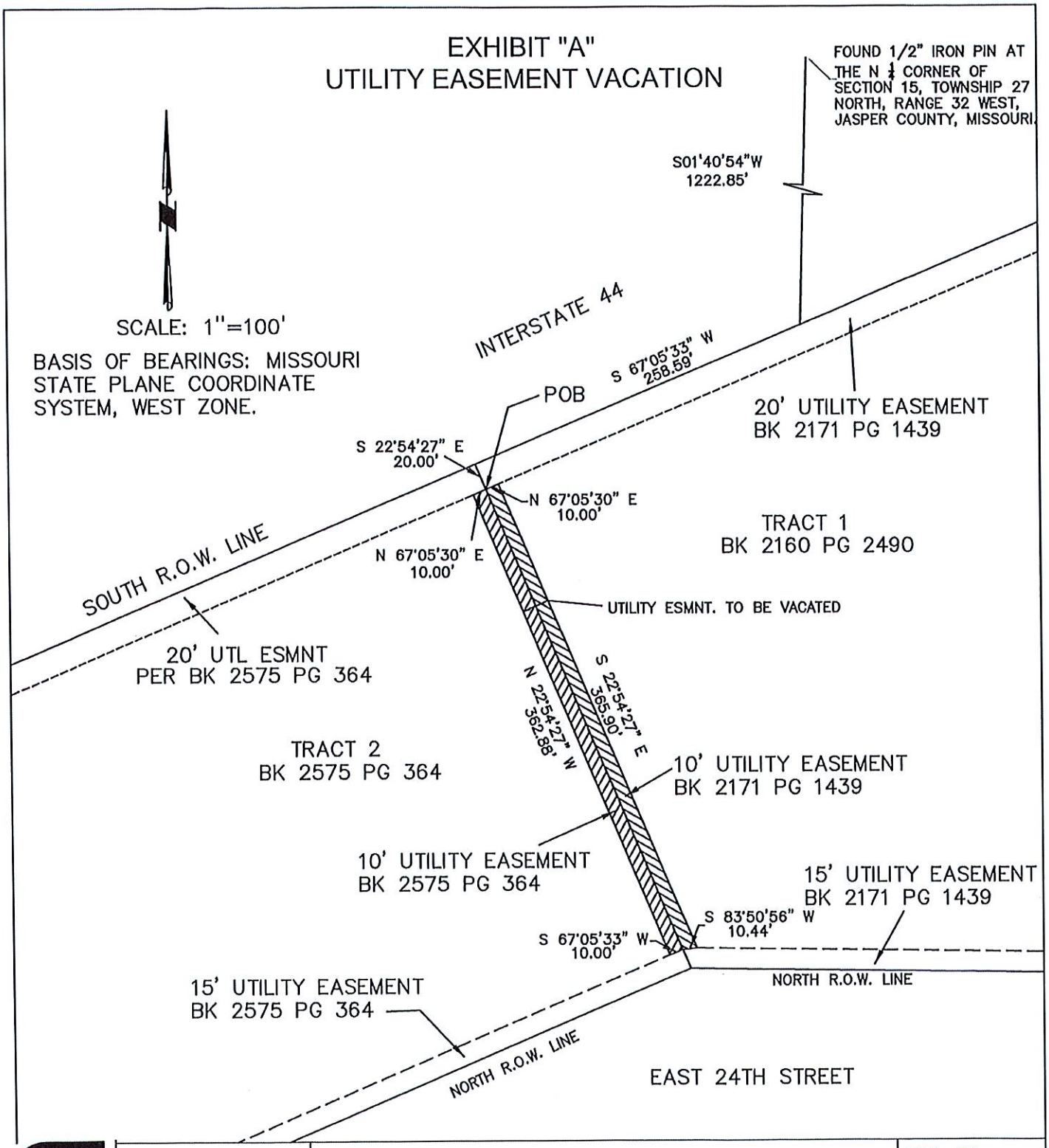
A PORTION OF AN 10 FOOT UTILITY EASEMENT TO BE VACATED RECORDED IN BOOK 2171 PAGE 1439 AND A PORTION OF AN 10 FOOT UTILITY EASEMENT RECORDED IN BOOK 2575 PAGE 364 IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE. BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 27 NORTH RANGE 32 WEST ALL IN JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN; THENCE S01°40'54"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1222.85 FEET TO THE APPARENT SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44;THENCE S67°05'33"W LEAVING SAID EAST LINE A DISTANCE OF 258.59 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S22°54'27"E LEAVING SAID LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE N67°05'30"E A DISTANCE OF 10.00 FEET; THENCE S22°54'27"E A DISTANCE OF 365.90 FEET; THENCE S83°50'56"W A DISTANCE OF 10.44 FEET; THENCE S67°05'33"W A DISTANCE OF 10.00 FEET; THENCE N22°54'27"W A DISTANCE OF 362.88 FEET; THENCE N67°05'30"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRES (7273 SQUARE FEET) MORE OR LESS.

EXHIBIT "A"
UTILITY EASEMENT VACATION



DWN. BY: DDC	EXHIBIT "A" UTILITY EASEMENT VACATION	DWG. NO. 1
CKD. BY: DDC		
APPD. BY: DDC		
DATE : 11–05–24	JOPLIN, MO	

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

EXHIBIT "A"
UTILITY EASEMENT VACATION

A PORTION OF AN 10 FOOT UTILITY EASEMENT TO BE VACATED RECORDED IN BOOK 2171 PAGE 1439 AND A PORTION OF AN 10 FOOT UTILITY EASEMENT RECORDED IN BOOK 2575 PAGE 364 IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE. BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 27 NORTH RANGE 32 WEST ALL IN JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

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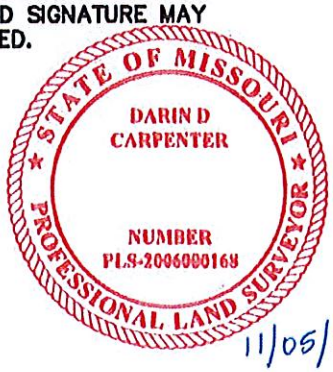
CONTAINING 0.17 ACRES (7273 SQUARE FEET) MORE OR LESS.

SURVEYOR'S DECLARATION:

ON THE 5TH DAY OF NOVEMBER, 2024, THE HEREON PLATTED AND DESCRIBED EXHIBIT WAS MADE UNDER MY SUPERVISION.

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



11/05/24

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

SIGNATURE IN BLUE INK
SEAL IN RED INK

Darin Carpenter

DARIN D. CARPENTER
LS 2006000168

DWN. BY: DDC	EXHIBIT "A" UTILITY EASEMENT VACATION	DWG. NO. 2
CKD. BY: DDC		
APPD. BY: DDC	JOPLIN, MO	
DATE : 11–05–24		

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

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: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

Be it known that AM Properties Two, LLC, *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:* Two existing unoccupied utility easements, further described on the attached exhibit (2 pages).

Located at: 7231 East 24th Street, Joplin MO, 64804
See attached exhibit for exact location and utility easement description (2 pages).

For the following purpose: Construction of a new building addition.

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.

Jeffrey R Lisenby — Authorized Representative
12-5-24 — Date
Liberty Utilities — 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: _____
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Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Relocate facilities
      □ Other: _____

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

Alex Sammet (Dec 2, 2024 21:36 CST) 12/02/2024

Authorized Representative — Date

Spire

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: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

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

[signature] 11/7/24
Authorized Representative Date

Storm Water Engineer.
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: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

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

_____ 11/8/24
Authorized Representative Date

Sanitary Sewer
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: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Relocate facilities
      □ Other: _____

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

Chris Rowley — 11/7/2024

Authorized Representative — Date

ALLO Fiber

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: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

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

Gene Lollis
Authorized Representative

11/12/2024
Date

AT&T
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: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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   - □ Retain utility easement and protect facilities
   - □ Relocate facilities
   - □ Other: _____

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

Matthew A. Fawl — Authorized Representative
12-3-2024 — Date
Missouri American Water Co. — 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: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

Be it known that AM Properties Two, LLC, *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:* Two existing unoccupied utility easements, further described on the attached exhibit (2 pages).

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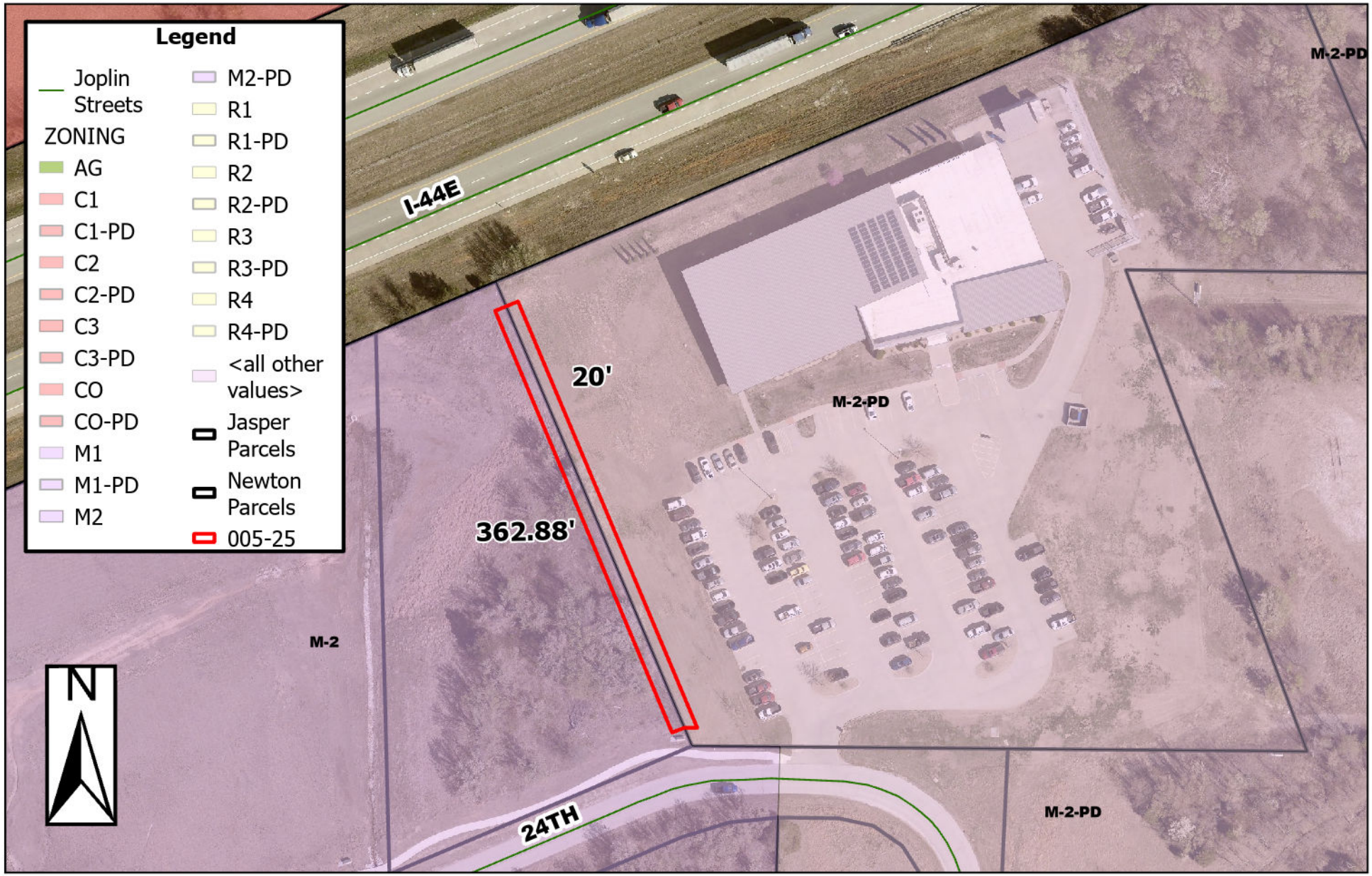
      □ Other: _____

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

_____ 12/6/24
Authorized Representative — Date

Spark light
Name of Utility

Case 005-25: Easement Vacation



7231 E 24th St – Easement Vacation – A request to vacate a utility easement – AM Properties TWO LLC

P & Z Case 005-25
AM Properties TWO, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-264 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement, located at 7231 E 24th St, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement lying near property described as 7231 E 24th St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

A PORTION OF AN 10 FOOT UTILITY EASEMENT TO BE VACATED RECORDED IN BOOK 2171 PAGE 1439 AND A PORTION OF AN 10 FOOT UTILITY EASEMENT RECORDED IN BOOK 2575 PAGE 364 IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE. BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 27 NORTH RANGE 32 WEST ALL IN JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:
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THENCE N67°05'30"E A DISTANCE OF 10.00 FEET; THENCE S22°54'27"E A DISTANCE OF 365.90 FEET; THENCE S83°50'56"W A DISTANCE OF 10.44 FEET; THENCE S67°05'33"W A DISTANCE OF 10.00 FEET; THENCE N22°54'27"W A DISTANCE OF 362.88 FEET; THENCE N67°05'30"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.17 ACRES (7273 SQUARE FEET) MORE OR LESS.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2025-260 – Voluntary Annexation

MEETING DATE:
March 3, 2025

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:

Not applicable for this item.

SUMMARY REQUEST:

Case 008-25: Approximately 328 acres at the SW corner of Old Scotland Rd and E 7th St, and approximately 480 feet east of the roundabout at I-44 and S Prigmor Ave – Voluntary Annexation - A request to voluntarily annex into the Corporate Limits of the City of Joplin – Joplin Industrial Development Authority

BACKGROUND:

This property lies near the intersection of I-44 and Prigmor Ave. The property is made contiguous with the annexation of property in case 003-24. Just north of the existing Joplin Industrial Park, and with its close proximity to the interstate, the land is suitable for future industrial development.

The petition was dated 12/13/24. Per state statute, petitions must be received no more than 60 days, and no less than 14 days from the date the public hearing is held before the City Council. Based on this information, staff is recommending Council strike this case. The applicant plans to resubmit at a later date.

PLANNING & ZONING COMMISSION TESTIMONY:

Tyler Bellairs presented the case on behalf of the Joplin Industrial Development Authority. Mr. Bellairs stated that the case has been brought back as a new request, due to an error in the legal description the City received. Mr. Bellairs explained that this request is contiguous with the property that was approved for annexation at the previous meeting.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends striking Council Bill 2025-260
Planning & Zoning Commission recommends approval of Case 008-25 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: February 10, 2025
City Council Meeting: March 3, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 008-25	A request to voluntarily annex property into the City of Joplin
LOCATION	Approximately 328 acres at the SW corner of Old Scotland Rd and E 7th St, and approximately 480 feet east of the roundabout at I-44 and S Prigmor Ave
APPLICANT	Joplin Industrial Development Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper, MO)	Vacant	Approximately 328 acres

DISCUSSION

This property lies near the intersection of I-44 and Prigmor Ave. The property is made contiguous with the annexation of property in case 003-24. Just north of the existing Joplin Industrial Park, and with its close proximity to the interstate, the land is suitable for future industrial development.

The property is currently vacant.

Newly incorporated property enters the City of Joplin as R-1 (Single-Family Residential).

Staff recommends approval of Case 008-25.

ENCLOSURES

- Map of area to be annexed
- Application

CASE 008-25: VOLUNTARY ANNEXATION

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Tyler Bellairs presented the case for the City of Joplin on behalf of the Joplin Industrial Development Authority.

Mr. Bellairs stated that this case has been brought back from the previous months Planning and Zoning Commission meeting, due to there being an error in the legal description staff had received. Mr. Bellairs stated that the case was struck at the last city council meeting due to this. Mr. Bellairs explained that this request is contiguous with the property that was approved for annexation at the previous meeting.

Mr. Kimble asked if the commission had any questions for the representative.

Mr. Kimble asked if there was anyone present that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone present that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 008-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

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.: 008-25
Filing Fee: $0.00
Received: 12/6/24
Proj. No.: 25-013

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: Joplin Industrial Development Authority Phone No. 417-624-4150

Email: travis@joplincc.com

Applicant Name: Same Phone No. _____

Email: _____

Mailing Address: _____

Annexation Property Location: I-44 & S Prigmor → SW Corner of 7th & Old Scotland Rd

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: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

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

JOPLIN

FINANCE DEPARTMENT

*******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: Joplin Industrial Development Authority **Telephone Number:** 417-624-4150

Property Address: N/A

1. **Is the annexation the result of an out-of-town sewer agreement?** _____ Yes X No
2. **Is this property residential property?** _____ Yes X No
3. **Are there any businesses located on this property?** _____ Yes X No

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

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)

Business #3: 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 #4: 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

/MENTS

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 _____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

Are (or Will) the living unit(s) be on a well _____ Yes ___X_____No
If NO, please furnish the name of the water company _____

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 _____

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

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.

Travis Stephens
Vice President, Joplin Industrial Development Authority

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 13th day of December 20 24 before me appeared Travis Stephens, to me known to be the Vice President of Joplin Industrial Development Authority, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Vice President of the consideration stated therein and no other, and said _____ 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.

Notary Public _____

MELISSA DIANN WILLIAMS
Notary Public -- Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Dec. 14, 2025
Commission #21732170

My commission expires: December 14, 2025

PROPERTY DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JASPER, STATE OF MISSOURI, AND IS DESCRIBED AS FOLLOWS:

TRACT 1:

ALL OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY- TWO (32), JASPER COUNTY, MISSOURI, EXCEPT ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, THENCE SOUTH 00 DEGREES 00 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 11, 41.47 FEET TO THE SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS WEST ALONG SAID RIGHT-OF-WAY 576.59 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 03 DEGREES 57 MINUTES 53 SECONDS WEST ALONG AN EXISTING FENCE 276.96 FEET, THENCE NORTH 87 DEGREES 33 MINUTES 14 SECONDS WEST ALONG AN EXISTING FENCE 174.92 FEET, THENCE NORTH 01 DEGREES 11 MINUTES 08 SECONDS WEST ALONG AN EXISTING FENCE 266.69 FEET TO THE SAID SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE NORTH 89 DEGREES 22 MINUTES 06 SECONDS EAST ALONG SAID RIGHT-OF-WAY 199.44 FEET TO THE POINT OF BEGINNING.

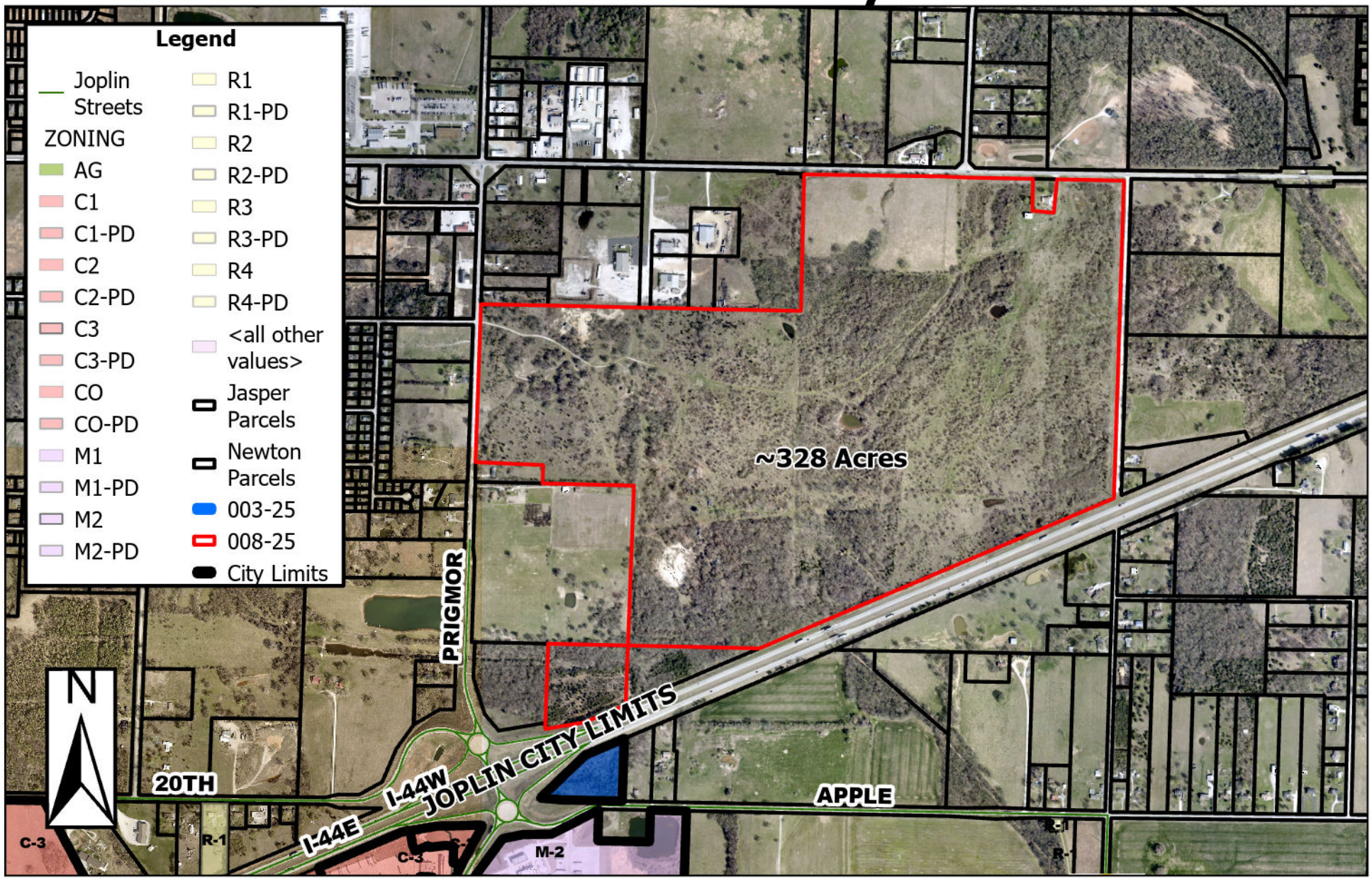
TRACT 2:

ALL OF THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 27, RANGE 32, LYING NORTH OF INTERSTATE 44 IN JASPER COUNTY, MISSOURI.

TRACT 3:

ALL OF THE SOUTH 10 ACRES OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), AND ALL OF THE NORTH HALF (N1/2) OF THE SOUTHEAST QUARTER (SE1/4) LYING NORTH OF INTERSTATE HIGHWAY I-44, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, EXCEPT ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 27N, RANGE 32W, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, THENCE NORTH ALONG THE WEST LINE OF SECTION 11, 163.48 FEET, THENCE SOUTH 89 DEGREES 06 MINUTES 30 SECONDS EAST, 584.60 FEET, THENCE SOUTH 02 DEGREES 08 MINUTES 30 SECONDS WEST, 146.40 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 13 MINUTES 05 SECONDS WEST 579.12 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

Case 008-25: Voluntary Annexation



Approximately 328 acres at the SW corner of Old Scotland Rd and E 7th St.– A request to voluntarily annex into the Corporate Limits of the City of Joplin – Joplin Industrial Development Authority

0 400 800 1,600 2,400 3,200 Feet

P & Z Case 008-25
Joplin Industrial Development Authority
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-260 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 328 acres at the SW corner of Old Scotland Rd and E 7th St, and approximately 480 feet east of the roundabout at I-44 and S Prigmor Ave, Jasper County, Missouri.

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:

TRACT 1: ALL OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY- TWO (32), JASPER COUNTY, MISSOURI, EXCEPT ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, THENCE SOUTH 00 DEGREES 00 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 11, 41.47 FEET TO THE SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS WEST ALONG SAID RIGHT-OF-WAY 576.59 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 03

DEGREES 57 MINUTES 53 SECONDS WEST ALONG AN EXISTING FENCE 276.96 FEET, THENCE NORTH 87 DEGREES 33 MINUTES 14 SECONDS WEST ALONG AN EXISTING FENCE 174.92 FEET, THENCE NORTH 01 DEGREES 11 MINUTES 08 SECONDS WEST ALONG AN EXISTING FENCE 266.69 FEET TO THE SAID SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE NORTH 89 DEGREES 22 MINUTES 06 SECONDS EAST ALONG SAID RIGHT-OF-WAY 199.44 FEET TO THE POINT OF BEGINNING.

TRACT 2: ALL OF THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 27, RANGE 32, LYING NORTH OF INTERSTATE 44 IN JASPER COUNTY, MISSOURI.

TRACT 3: ALL OF THE SOUTH 10 ACRES OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), AND ALL OF THE NORTH HALF (N1/2) OF THE SOUTHEAST QUARTER (SE1/4) LYING NORTH OF INTERSTATE HIGHWAY I-44, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, EXCEPT ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 27N, RANGE 32W, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, THENCE NORTH ALONG THE WEST LINE OF SECTION 11, 163.48 FEET, THENCE SOUTH 89 DEGREES 06 MINUTES 30 SECONDS EAST, 584.60 FEET, THENCE SOUTH 02 DEGREES 08 MINUTES 30 SECONDS WEST, 146.40 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 13 MINUTES 05 SECONDS WEST 579.12 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
FEBRUARY 3, 2025
MEETING MINUTES

CALL TO ORDER
The February 3, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by VFW Post 5293.

ROLL CALL
Answering Roll Call were Council Members: Joshua Bard, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Doris Carlin

Motion by Mr. DeTar, second by Mr. Lawson to excuse the absence of Doris Carlin. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

PRESENTATIONS
VFW Post 5293 Joplin South Awards Presentation
David Wells, Post 5293 commander presented awards to:

Chief Cannon and the family of Cpl. Ben Cooper.

Greater Joplin Toastmasters Club Proclamation
Mayor Cortez presented the proclamation.

FINALIZATION OF CONSENT AGENDA
Motion by Mr. DeTar, second by Mr. Jackson to move Items 8.3, 8.4, and 8.5 to Second and Third Reading. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS
Brian Evans addressed Council and Brian Evans spoke on behalf of Mary Price.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-250
Mayor Cortez opened the Public Hearing
Bill Endicott spoke in favor of this item.
No one spoke in opposition of this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2025-250
Mr. Lawson introduced Council Bill No. 2025-250- AN ORDINANCE providing to vacate a utility easement, lying on property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri.

Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2025-250 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-258
Mayor Cortez opened the Public Hearing
Glen Bailey spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-258
Mr. DeTar introduced Council Bill No. 2025-258- 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 include in District M-2 (Heavy Industrial) property as described below and located at 8125 E 26th St, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill No. 2024-258 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-256
Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-256
Mr. Copple introduced Council Bill No. 2025-256 AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 18775 Apple Rd, Jasper County, Missouri. Planning and Zoning Commission recommends approval. Motion by Mr. Copple, second by Mr. Jackson that Council Bill No. 2024-256 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-257
Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-257
Mr. Lawson introduced Council Bill No. 2025-257 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at NE corner of Prigmore and I-44, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill No. 2025-257 be **stricken**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

This item will come back at a future date once the legal description has been corrected.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-252
Mayor Cortez opened the Public Hearing

The following spoke in favor of this item:
Andrew Seamiller
Morris Glaze
Phil Stinnett
Jay O'Dell

The following spoke in opposition of this item:
Norman Cramer

Motion by Mr. DeTar, second by Mr. Lawson to give Mr. Cramer one more minute of speaking time. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

Martha Pope
Gary Williams

The Public Hearing was closed.

COUNCIL BILL NO. 2025-252
Mr. Bard introduced Council Bill No. 2025-252- AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri. Motion by Mr. Bard, second by Mr. DeTar to be placed on First Reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 7. Nays: Farnham, 1. Absent: Carlin, 1.

CONSENT AGENDA

Motion by Mr. Lawson, second by Mr. Jackson to approve the consent agenda as amended and finalized. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

Minutes of the January 21, 2025, City Council Meeting

COUNCIL BILL NO. 2025-104 - AN ORDINANCE approving Amendment 3 to Work Authorization no. OLS-OC20-04-P1 with Olsson in the not to exceed amount of Two Hundred Sixty Thousand and 00/100 dollars ($260,000.00) for professional engineering consulting services for Glendale Parallel Interceptor – Lower Reach and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-013.**

RESOLUTIONS

RESOLUTION NO. 2025-002

Mr. Lawson introduced Resolution No. 2025-002 –A RESOLUTION authorizing the filing of a Twenty-fourth Amendment of the Round 1 Action Plan with the U.S. Department of Housing and Urban Development (HUD) as required for the use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Copple to approve Resolution No. 2025-002. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 8. Absent: Carlin, 1.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-107

Mr. DeTar introduced Council Bill No. 2025-107- AN ORDINANCE approving an agreement with Dirks Heavy Contractors, LLC in the amount of Two Hundred Ninety Thousand Three Hundred Nineteen and 45/100 DOLLARS ($290,319.45) for Turkey Creek WWTP Digester Line Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2025-107 be passed on an emergency basis. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2025-014.**

COUNCIL BILL NO. 2025-511

Mr. DeTar introduced Council Bill No. 2025-511- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill No. 2025-511 be passed on an emergency basis. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2025-015.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-105

Mr. DeTar introduced Council Bill No. 2025-105 - AN ORDINANCE approving an amendment (Change Order 1) to the construction agreement with Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00) for the 4th and Murphy Blvd Geometric Improvements 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 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2025-105 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-105.

COUNCIL BILL NO. 2025-108

Mr. Lawson introduced Council Bill No. 2025-108 - AN ORDINANCE approving the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader; and, setting a date when this ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Copple that Council Bill No. 2025-108 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-106.

COUNCIL BILL NO. 2025-604

Mr. Jackson introduced Council Bill No. 2025-604 - AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Eight Hundred and Sixty-Seven Thousand Three Hundred Sixty Dollars and No Cents ($867,360.00) for the purchase of sixteen (16) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. Motion by Mr. Jackson, second by Dr. Farnham that Council Bill No. 2025-604 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-604.

SECOND AND THIRD READING

COUNCIL BILL NO. 2025-400

Mr. DeTar introduced Council Bill No. 2025-400 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Vita Nova Village that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2025-400 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw, 7. Abstained: Farnham, 1. Absent: Carlin, 1. **Ordinance No. 2025-016.**

Dr. Farnham noted for the record that he meant to abstain from this vote at the last meeting and failed to do so.

COUNCIL BILL NO. 2025-500

Mr. DeTar introduced Council Bill No. 2025-500 - AN ORDINANCE approving a Petition to Establish the Joplin Sports Facility Community Improvement District and creating the Joplin Sports Facility Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute the Agreement on behalf of the City of Joplin.

Bryan Wade, Counsel for Home Depot addressed Council on this item, and would like for Council to consider adding a Home Depot representative to CID Board.

Discussion ensued.

Tom Robertson addressed Council on this item.

Discussion ensued.

Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2025-500 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. **Ordinance No. 2025-017.**

COUNCIL BILL NO. 2025-501

Mr. Copple introduced Council Bill No. 2025-501 - AN ORDINANCE approving the Prospect Village Tax Increment Financing Redevelopment Plan and Projects; establishing a redevelopment area and redevelopment project areas; designating Prospect Village, LLC, as the developer of Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6; approving a Tax Increment Financing Contract between the City of Joplin, Missouri and Prospect Village, LLC; and authorizing the City Manager to execute the Contract on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Bard that Council Bill No. 2025-501 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. **Ordinance No. 2025-018.**

COUNCIL BILL NO. 2025-509

Mr. DeTar introduced Council Bill No. 2025-509 - AN ORDINANCE enacting Article XIII, Public Transit, Section 114-846, Public Transit Fees and Section 114-847 through Section 114-850, Reserved of Chapter 114, Traffic of the Code of Ordinances of the City of Joplin to implement certain fees; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2025-509 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Nays: Copple, 1. Absent: Carlin, 1. **Ordinance No. 2025-019.**

UNFINISHED BUSINESS

NEW BUSINESS

Eileen Donnelly addressed Council.

Mr. Copple requested that Public Works look at the traffic light timing at 4th and Joplin Ave.

The meeting was adjourned at 9:00 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-105 – Change Order 1 with Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements.

MEETING DATE
February 3, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2025-105 Ordinance, Change Order

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves a change order between the City of Joplin and Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements project in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five and 00/100 dollars ($254,325.00).

BACKGROUND
In September 2020, City Council approved a work authorization with Olsson for engineering services for the design of improvements at 4th and Murphy Blvd Geometrics Improvements. In following with the "Improve Community Appearance" directive of the Action Plans, beautification efforts were added to this project. The project included the installation of new traffic signals, turn lanes, intersection enhancements including sidewalk, pavement, storm system, and beautification elements.

In June 2024, City Council approved an agreement with Sprouls Construction, Inc. for the base bid and alternate 1 and 2 of the 4th and Murphy Blvd Intersection Project. Alternate 3, which included the trail connection through the box culvert and additional trail items, was not awarded at that time. This change order is to add in the trail and items originally bid out in alternate 3.

FUNDING SOURCE
A budget amendment is included with the Council Bill to use Transportation Sales Tax Funds for the trail, if approved.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

CHANGE ORDER 1

Sheet No. 1 of 2

To Sprouls Construction, Inc.
397 W. DD Hwy
Lamar, MO 64759

Project 4th Street and Murphy Blvd Geometric Improvements

You are hereby directed to make the following changes from the contract. Job No._____

❖❖❖

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		$1,737,743.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$	$254,325.00	CONTRACTOR Sprouls Construction, Inc.
3. OVERRUN PREVIOUS	$	$0.00	
4. TOTAL OVERRUN TO DATE	$	$254,325.00	by :_____ _____ Date
5. TOTAL		$1,992,068.00	
PERCENTAGE OF ORIGINAL CONTRACT		14.64%	

Emergency Provisions of Change Order Policy Used YES □ NO X Date approved _____

Reason for Emergency and description of work approved _____

_____	_____	_____	_____
SUBMITTED ENGINEER	DATE	*APPROVAL DIRECTOR OF FINANCE	DATE
_____	_____	_____	_____
APPROVAL PROJECT MANAGER	DATE	*APPROVAL CITY MANAGER	DATE
_____	_____		
APPROVALSUPERVISOR/ ENGINEERING REVIEWER	DATE	*When applicable.	
_____	_____		
APPROVAL OF DEPARTMENT HEAD	DATE		

COUNCIL BILL NO. 2025-105 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order 1) to the construction agreement with Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00) for the 4th and Murphy Blvd Geometric Improvements 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 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the amendment to the agreement by and between the City of Joplin and Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five and Dollars and No Cents ($254,325.00), a true and accurate copy of said amendment and being attached hereto; 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 amendment, or amendment in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00).

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

Section 5. That this Council Bill shall have an effective date of February 19, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-108 – Issuance of Purchase Order to Fabick Cat for purchase of a 2025 Weiler Model: G65 compact motor grader.

MEETING DATE
February 3rd, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-108, Ordinance, Sales Quotation from Fabick Cat (Sourcewell Weiler Contract #060122-WLR)

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Fabick Cat (Sourcewell Weiler Contract #060122-WLR) in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader.

BACKGROUND
Each year city departments identify vehicles and equipment that need replacement due to age and/or condition. During the FY 2024-2025 Budget process, Public Works Infrastructure Maintenance Division identified, and Council approved, the replacement of a 1998 Fiatallis Compact Motor Grader (equipment #1502). To obtain the best pricing and ensure timely delivery, Department staff used the government Sourcewell Weiler Contract #060122-WLR with Fabick Cat to find and purchase a suitable replacement for the compact motor grader. The 2025 Weiler Model: G65 meets city specifications and mirrors existing equipment. The purchase price of this compact motor grader is below the authorized amount approved by council in the FY 2024-2025 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-108 on 1st reading.



Proposal

QUOTE NUMBER |220078-01
Dec 05, 2024

WEILER G65

PREPARED FOR
CITY OF JOPLIN
FINANCE DEPARTMENT

FABICK CAT

Dec 05, 2024

CITY OF JOPLIN FINANCE DEPARTMENT
602 S MAIN ST
JOPLIN, MISSOURI, 64801-2316

Dear Scott Buffer,

We are pleased to offer you the following proposal for your consideration.

One (1) Weiler Model: G65 with all standard equipment in addition to the specifications listed below:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Mike Cantrell
Machine Sales Representative
Fabick Cat
mike.cantrell@fabickcat.com
(417) 434-0202

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

One (1) Weiler Model: G65 with all standard equipment in addition to the specifications listed below:

MACHINE CONFIGURATION

ST 5 GRADER W/ CAB, CLOTH SEAT & AC	G65-101
CAT 3.6 ST 5, 120 HP ENGINE	
AM/FM BLUETOOTH RADIO	
OUTSIDE MIRRORS	
2 FRONT HEADLIGHTS, 2 GOOSENECK MOUNTED LED WORK LIGHTS	
TURN AND BRAKE LIGHTS	
DIRECT LINKAGE VALVE CONTROL W/ FLOAT	
10' MOLDBOARD	
HYDRAULIC MOLDBOARD PITCH	
US, CANADA ENGLISH LANGUAGE & DECALS	G65-601
CAT STYLE BLADE CONTROLS	G65-103
LED STROBE LIGHT	G65-110
PREMIUM LED WORK LIGHTS	G65-116
SCARIFIER	G65-335
CAT C3.6 BLOCK HEATER	G65-407

PRICING INFORMATION

PRICE AS EQUIPPED	$210,780.00
SUB TOTAL	**$210,780.00**
SALES TAX (0%)	$0.00
BALANCE DUE	**$210,780.00**

EQUIPMENT PROTECTION PLAN

Standard Warranty:	Standard Manufacturer's Warranty For new machines and work tools/attachments the warranty period is 12-months, starting from date of delivery to the first user.

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

OPTIONAL ATTACHMENTS AND EXTENDED WARRANTY:

DOZER BLADE - $8,120

24 MONTH OR 2000 HOURS – POWERTRAIN + HYDRAULICS + ELEC = $5,500
36 MONTH OR 3000 HOURS – POWERTRAIN + HYDRAULICS + ELEC = $11,680

SOURCEWELL PURCHASING AGREEMENT
City of Joplin - Sourcewell Member ID# 33590
Weiler Contract # 060122-WLR

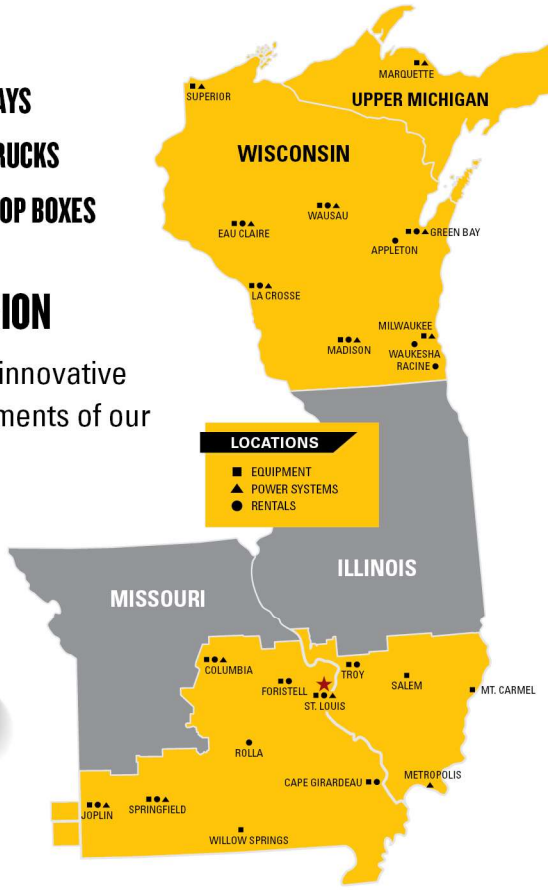
FABICK CAT

WHY CHOOSE FABICK CAT?

Fabick Cat is the Cat© dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

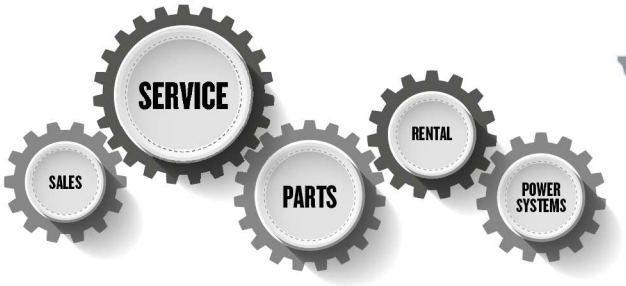
THROUGHOUT OUR TERRITORY

- 34 LOCATIONS
- 1,200 + EMPLOYEES
- 550 SERVICE TECHNICIANS
- 200 SERVICE BAYS
- 200 SERVICE TRUCKS
- 100 + PARTS DROP BOXES



SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

FABICK CAT IS HERE TO SUPPORT YOU & YOUR CONTINUED SUCCESS

LEARN MORE @ fabickcat.com » 800.845.9188 » contact@fabickcat.com

COUNCIL BILL NO. 2025-108 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader; and, setting a date when this ordinance shall become effective.

WHEREAS, Fabick Cat holds the Sourcewell Weiler Contract #060122-WLR for the 2025 Weiler Model: G65 compact motor grader.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement compact motor grader.

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

Section 1. That a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader, 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 purchase order, or purchase order in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the Fiscal Year 2024-2025 budget reflects an appropriation for the replacement of a compact motor grader.

Section 4. That upon its passage this Council Bill shall have an effective date of February 19, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-250 – Easement Vacation

MEETING DATE:
February 3, 2025

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:

Not applicable for this item.

SUMMARY REQUEST:

Case 001-25: 3347 S Joplin Ave – Easement Vacation – A request to vacate a utility easement – Bill Endicott

BACKGROUND:

The property owner wishes to build within the easement, which is previously vacated right-of-way. When right-of-way is vacated without the utilities being vacated, it becomes private property, but no permanent structures may be placed there. Vacating the utilities will allow them to place a building on the land. The utility companies have consented to the vacation.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Endicott stated that the reason for this request is due to him building a new home. Mr. Endicott explained that the home will encroach into the vacated alley, and he needs approval of the utility easement so he can build his home.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-250
Planning & Zoning Commission recommends approving Case 001-25 (6 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 001-25 A request to vacate a utility easement.

APPLICANT William Endicott

REPRESENTATIVE William Endicott

LOCATION 3347 S Joplin Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Vacated Alley	Approximately 10′X135′

REASON FOR VACATION

The owner of the property is seeking to build a house that will encroach into a vacated alley. The alley right-of-way was vacated, but the utility easement remained.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no existing utilities, and the utilities have consented to the vacation request.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities plan to locate their infrastructure within the easement.

DISCUSSION

The property owner wishes to build within the easement, which is previously vacated right-of-way. When right-of-way is vacated without the utilities being vacated, it becomes private properties, but no permanent structures may be placed there. Vacating the utilities will allow them to place a building on the land.

Staff recommends approving Case 001-25.

ENCLOSURES

- Application
- Map

CASE 001-25: Easement Vacation

3347 S Joplin Ave- Easement Vacation- A request to vacate a utility easement- Bill Endicott

Mr. Kimble asked if the applicant would step forward and state their name and address for the record.

Bill Endicott of 18525 County Road 260, Oronogo, Missouri, presented the case for the easement vacation request.

Mr. Endicott stated that the reason for this request is due to him building a new home. Mr. Endicott explained that the home will encroach into the vacated alley, and he needs approval of the utility easement so he can build his home.

Mr. Kimble asked if there were any questions from the commission for the applicant.

Mr. Kimble asked if anyone would like to speak in favor of this case.

Mr. Kimble asked if anyone would like to speak in opposition to this case.

MR. LANDIS MADE A MOTION TO APPROVE CASE 001-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. MOTION CARRIED. (6 IN FAVOR, 0 OPPOSED, 1 ABSENT)

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.: 001-25
Filing Fee: $600.00
Received: 11/6/24
Date Advertised:
Proj. No.: 25-002
Public Hearing Date: 1/13/25

Applicant: William R. Endicott (Bill) Phone No.: 417-850-5550
Address: 18525 CR 260, Oronogo, MO 64855 Email: wrendicott@gmail.com
Owner: SAME Phone No.: Same
Address: Same Email: Same
Location of Street or Easement: 3347 S. Joplin, MO
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	
X	☐	Private rights will not be injured or endangered by the vacation.
X	☐	The vacation will not cause the public to suffer a loss or inconvenience.
X	☐	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	
X	☐	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.
X	☐	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	Gene Lollis	IL0967@att.com	417-499-7819
~~MoAm Water*~~	~~Robert Divine~~	~~robert.divine@amwater.com~~	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com Matthew Barnhart	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)	Matt Felkel	mfelkel@Republicservices.com	(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	~~Ken Stegall~~ Jose Arellano	ken.stegall@spireenergy.com Alex Sammet Right of way area manager Jose.arellano@spireenergy.com	
Spire Energy (Gas)**	~~Mandy Butkovich~~ Erick Fernando Carreon Barrora	mandy.butkovich@spireenergy.com erick.carreon@spireenergy.com	816-472-3767
~~City Sanitary Sewer~~	~~Chris Parker~~ Kaleb Roberts	~~cparker@joplinmo.org~~	417-624-0820 x1584
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 ~~x1531~~ ext 1520

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

Signature: _____ **Date:** 10/7/24

NOTIFICATION OF NEW 9-1-1 ADDRESS

City of Joplin
602 Main St. Joplin, MO 64801
Phone: 417-624-0820 x1301 Email: animmo@joplinmo.org

Requested By:	B & J Construction	Phone:	417-642-5704
Email:	wrendicott@gmail.com		
Property Owner(s):	William Endicott		

Details:	New Construction:	✔	Residential:	✔	Commercial:		Industrial:	

NOTES:	Construction of a single family dwelling

City Use Only	ASSIGNED ADDRESS(S)	3347 S. Joplin Ave. Joplin, MO 64804

✔	POST OFFICE ZIP CODE		9/13/24
✔	PHONE COMPANY		9/13/24
✔	LIBERTY ELECTRIC		9/13/24
✔	SPIRE GAS		9/13/24
✔	AMERICAN WATER		9/13/24
✔	COUNTY ASSESSOR		9/13/24
✔	GOOGLE MAPS		9/13/24
✔	PROPERTY OWNER		9/13/24
✔	BEACON – (JASPER COUNTY ~~ONLY~~)		9/13/24



Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *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:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - [X] 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.

Gene Lollis
Authorized Representative

09/17/24
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *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:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

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.

Authorized Representative — 9-18-2024 Date

Matthew A. Barnhart MOAMW
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *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:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

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     - ☐ Relocate facilities
     - ☐ Other: _____

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

Jeff R Luke — 9-17-24

Authorized Representative — Date

Liberty Utilities - Land Admin

Name of Utility

✓

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *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:* the utility easement on a 10' Vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

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.

_____ 9/23/24
Authorized Representative — Date

Republic Services
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *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:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

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   ☐ has no objection
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   ☐ 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.

Authorized Representative — 9/25/24 Date

Spar K light
Name of Utility

Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

September 18th, 2024

William R. Endicott
3347 S. Joplin Ave
Joplin, MO 64804

Re: Vacation of utility easement.

Vacation: Vacation of the utility easement that was retained within the vacated 10' vacated alley between lot # 159 and Lot # 160 of the Freeman Grove Addition.

Mr. Endicott,

In response to your letter dated 9/16/2024 relative to the above referenced vacation of the utility easement that was retained within the vacated 10' vacated alley between lot # 159 and Lot # 160 of the Freeman Grove Addition.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Sep 18, 2024 21:09 CDT)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: Bill Endicott <wrendicott@gmail.com>

Engineering Dept. Approval: JMA

System Planning Approval: EFCB
EFCB

Signature: Jose Arellano
Email: jose.arellano@spireenergy.com

Signature: Erick Fernando Carreon Barrera
Erick Fernando Carreon Barrera (Sep 18, 2024 13:14 CDT)
Email: erick.carreon@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *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:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

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   ☒ has no objection
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   ☐ 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.

Alex Sammet (Sep 19, 2024 09:47 CDT)

Authorized Representative

09/19/2024

Date

Spire

Name of Utility

S JOPLIN AVE
W 34TH ST
S RUBY WAY
3402
3345
3342
3338
3401
3347
3341
3337
3402
3342

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

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Located at: 3347 S. Joplin Ave, Joplin, MO 64804

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For Utility Use:

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   ☐ 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.

Kelli Robertson — 9/17/24

Authorized Representative — Date

Stormwater

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

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: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

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Located at: 3347 S. Joplin Ave, Joplin, MO 64804

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   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

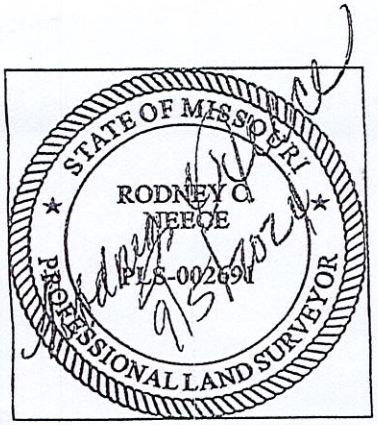
Please return this form within **21 days** to the applicant listed above.

[signature] 10/7/24
Authorized Representative Date

Sanitary Sewer
Name of Utility

NOTE:
Mailbox to be placed on house

PROPERTY DESCRIPTION:
All of Lot Number One hundred and Sixty (160) and all of Vacated alley adjoing said Lot, in Freeman Grove Addition to the City of Joplin, Newton County, Missouri, being subject to all easements, right-of-ways, and reservations of record.



CERTIFICATE OF RECORDING:

This document, Number _____ filed for record on _____, 20____, at _____ o'clock __M recorded _____, 20____, in Book _____, at Page _____, For Bill of Assurance, see Deed Record Book _____, Page _____.

Recorder of Deeds Date:

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 Weights & Measures 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.

Stewart & Neece Land Surveying Company
Since 1923 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

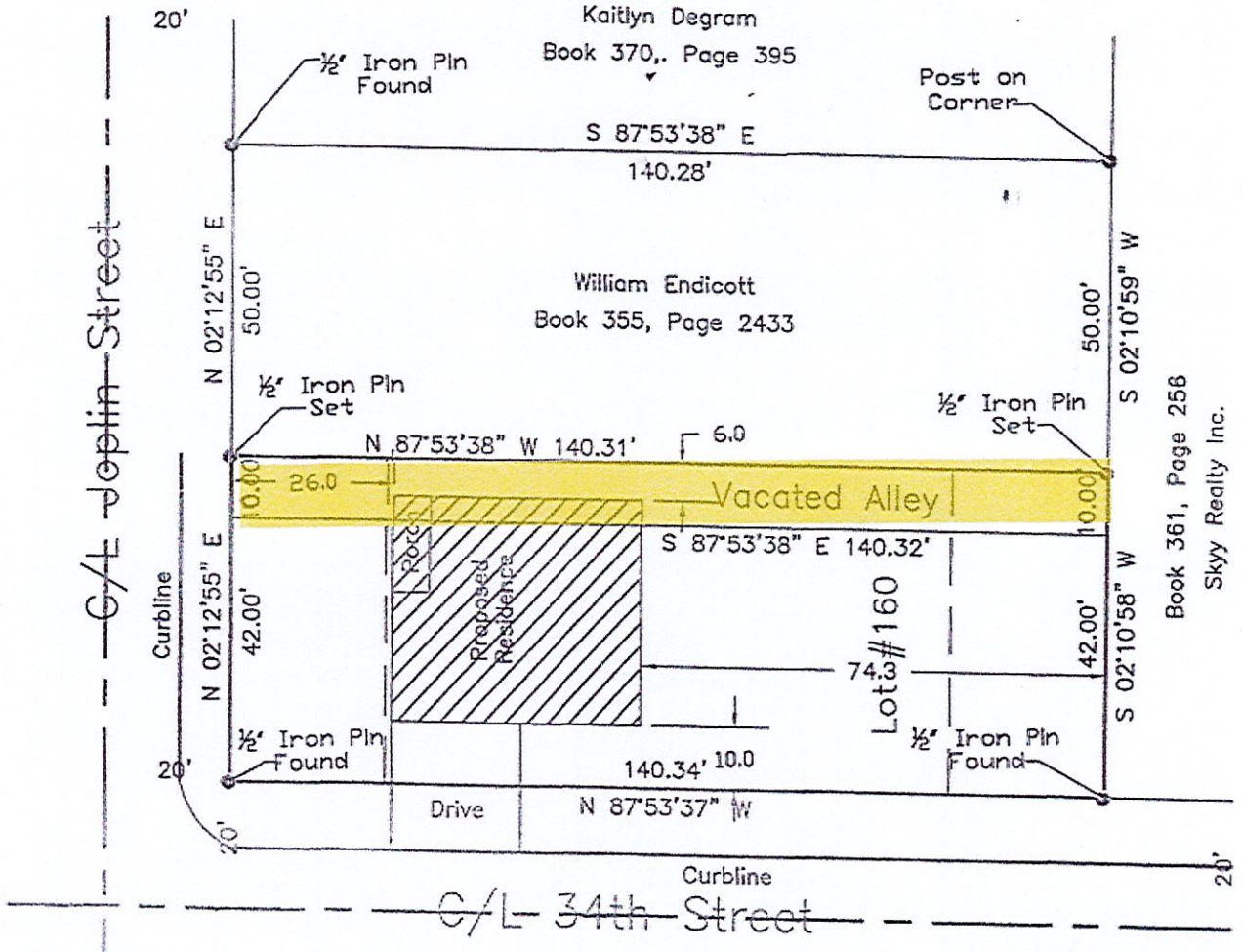
SURVEY FOR: Bill Endicott		
DRAWN: Allgood	DATE: 9-5-24	ADDRESS: 3341 Joplin Joplin, Mo
APPROVED: JB/DE	S/T/R: 22-27-33	
SCALE: 1"=30'	FILE NAME: L159-160FG	Cert of Authority LSC-2019012803

38-4-15.7

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARINGS: The East line of Joplin Street taken as N 02°12'55" E as per Missouri West NAD83 as per MoDot GPS Network.
CLASS OF PROPERTY: (c) urban
SOURCE DEED: William Endicot Book 355, Page 2433



0 30 60 90

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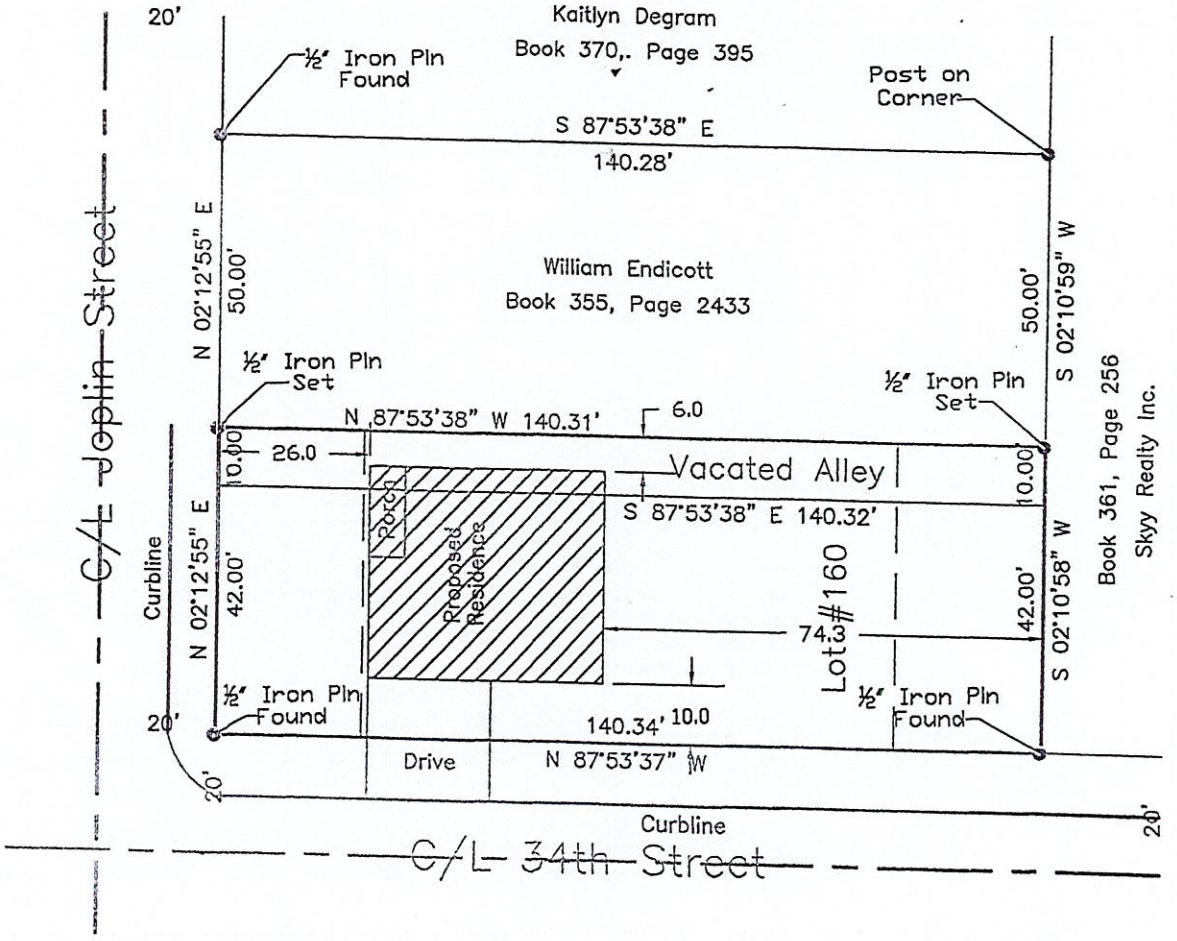
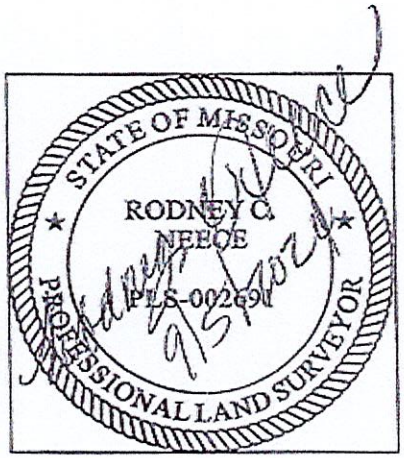


NOTE:
Mailbox to be placed on house

PROPERTY DESCRIPTION:
All of Lot Number One hundred and Sixty (160) and all of Vacated alley adjoing said Lot, in Freeman Grove Addition to the City of Joplin, Newton County, Missouri, being subject to all easements, right-of-ways, and reservations of record.



CERTIFICATE OF RECORDING:

This document, Number _____ filed for record on _____, 20____, at _____ o'clock __M recorded _____, 20____, in Book _____, at Page _____. For Bill of Assurance, see Deed Record Book _____, Page _____.

_____ Date:
Recorder of Deeds

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 Weights & Measures 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.

Stewart & Neece Land Surveying Company
Since 1923 Joplin, Mo.

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1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Bill Endicott		
DRAWN: Allgood	DATE: 9-5-24	ADDRESS: 3341 Joplin Joplin, Mo
APPROVED: JB/DE	S/T/R: 22-27-33	
SCALE: 1"=30'	FILE NAME: L159-160FG	Cert of Authority LSC-2019012803

38-4-151

Case 001-25: Easement Vacation



3347 S Joplin Ave - Easement Vacation - A request to vacate a utility easement - Bill Endicott

P & Z Case 001-25
William Endicott
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-250 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement, lying on property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri.

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

Section 1. That the vacation of a utility easement at property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

All that part of a 10-foot vacated alley adjoining Lot Number One Hundred and Sixty (160) and Lot Number One Hundred and Fifty-Nine (159), in Freeman Grove Addition to the City of Joplin, Newton County, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-256 – Voluntary Annexation

MEETING DATE:
February 3, 2025

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:

Not applicable for this item.

SUMMARY REQUEST:

Case 003-25: 18775 Apple Road – Voluntary Annexation – A request to voluntarily annex into the Corporate Limits of the City of Joplin – Carl Schell

BACKGROUND:

This property lies East of the intersection of Apple Rd and I-44. The property is contiguous with the Joplin Industrial Park. Just north of the Joplin Industrial Park, and with its proximity to the interstate and the surrounding patterns of development, the land is suitable for future industrial development.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs stated that the owner is requesting the property to be annexed for potential future industrial use. He stated that the request to rezone would come at a later time.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-256
Planning & Zoning Commission recommends approving Case 003-25 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: January 13, 2025
City Council Meeting: February 3, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 003-25 A request to voluntarily annex property into the City of Joplin

LOCATION 18775 Apple Road

APPLICANT Carl Schell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper, MO)	Vacant	Approximately 5.54 acres

DISCUSSION

This property lies at the southeast intersection of I-44 and Prigmor Ave. The property is contiguous with the Joplin Industrial Park. Just north of the Joplin Industrial Park, and with its proximity to the interstate, the land is suitable for future industrial development.

The property is currently vacant.

Newly incorporated property enters the City of Joplin as R-1 (Single-Family Residential).

Staff recommends approval of Case 003-25.

ENCLOSURES

- Map of area to be annexed
- Application

CASE 003-25: VOLUNTARY ANNEXATION

18775 Apple Road- Voluntary Annexation- A request to voluntary annex into the Corporate Limits of the City of Joplin- Carl Schell

Mr. Kimble asked if the applicant would step forward and state their name and address for the record.

Mr. Bellairs presented the case on behalf of Carl Schell.

Mr. Bellairs stated that the request is due to the property being outside of City limits but is planned to be used for future industrial use. Mr. Bellairs stated that the property will be rezoned at a future time.

Mr. Kimble asked if the commission had any questions for the representative.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 003-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (6 IN FAVOR, 0 OPPOSED, 1 ABSENT)

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

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.

Carl S Schell Jr.
CARL S SCHELL, JR.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 22ND day of NOVEMBER 20 24, before me appeared Carl S. Schell, JR A SINGLE PERSON

and _____,

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

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.

Notary Public Earl R Higgins

My commission expires: July 23 2026

EARL R. HIGGINS
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 23, 2026
Commission #14914124

Voluntary

Annexation Application

Married

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.: 003-25
Filing Fee: $0.00
Received: 11/22/24
Proj. No.: 25-006

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: Carl S. Schell Phone No. 417-846-3997

Email:

Applicant Name: Carl S. Schell Phone No. 417-846-3997

Email: SevenValleys22@hotmail.com

Mailing Address: 16112 State Highway 76, Cassville MO 65625

Annexation Property Address: 18775 Apple Road, Joplin MO 64803

Present Use of Property: VACANT - UNDEVELOPED

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: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: 0

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

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

Business #1
Business Name: N/A

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: N/A

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

JOPLIN

FINANCE DEPARTMENT

*******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: CARL SCHELL JR **Telephone Number:** 417-846-3997

Property Address: 1877 APPLE RD, JOPLIN, MO

1. **Is the annexation the result of an out-of-town sewer agreement?** X **Yes** _____ **No**
2. **Is this property residential property?** _____ **Yes** X **No**
3. **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)

Business #3: 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 #4: 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

MMENTS

_____
_____
_____
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_____
_____
_____

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

Are (or Will) the living unit(s) be on a well _____ Yes ___X___ No
If NO, please furnish the name of the water company ___MOAM___

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 _____

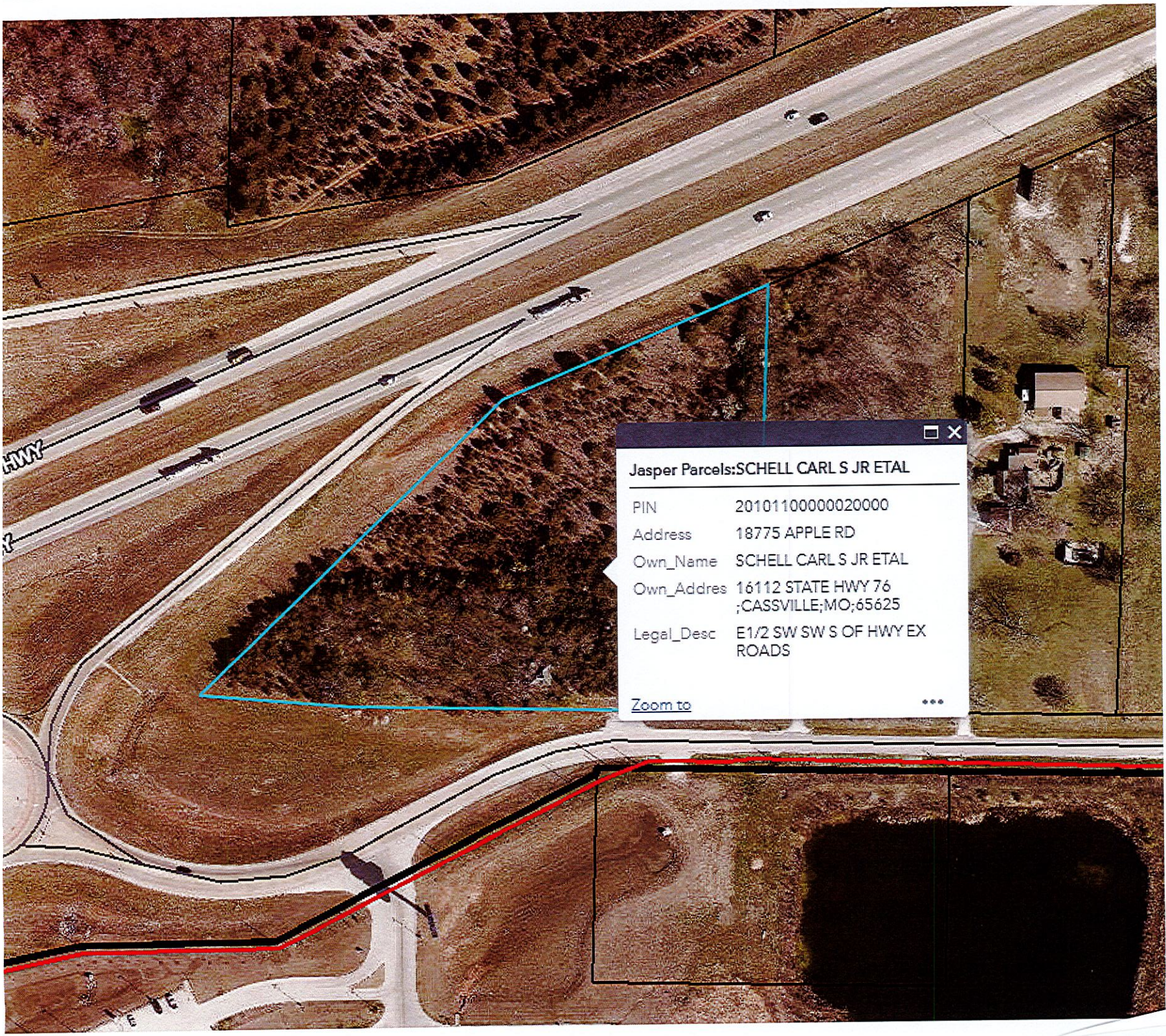

HWY
Jasper Parcels:SCHELL CARL S JR ETAL
PIN 20101100000020000
Address 18775 APPLE RD
Own_Name SCHELL CARL S JR ETAL
Own_Addres 16112 STATE HWY 76 ;CASSVILLE;MO;65625
Legal_Desc E1/2 SW SW S OF HWY EX ROADS
Zoom to

EXHIBIT "A"

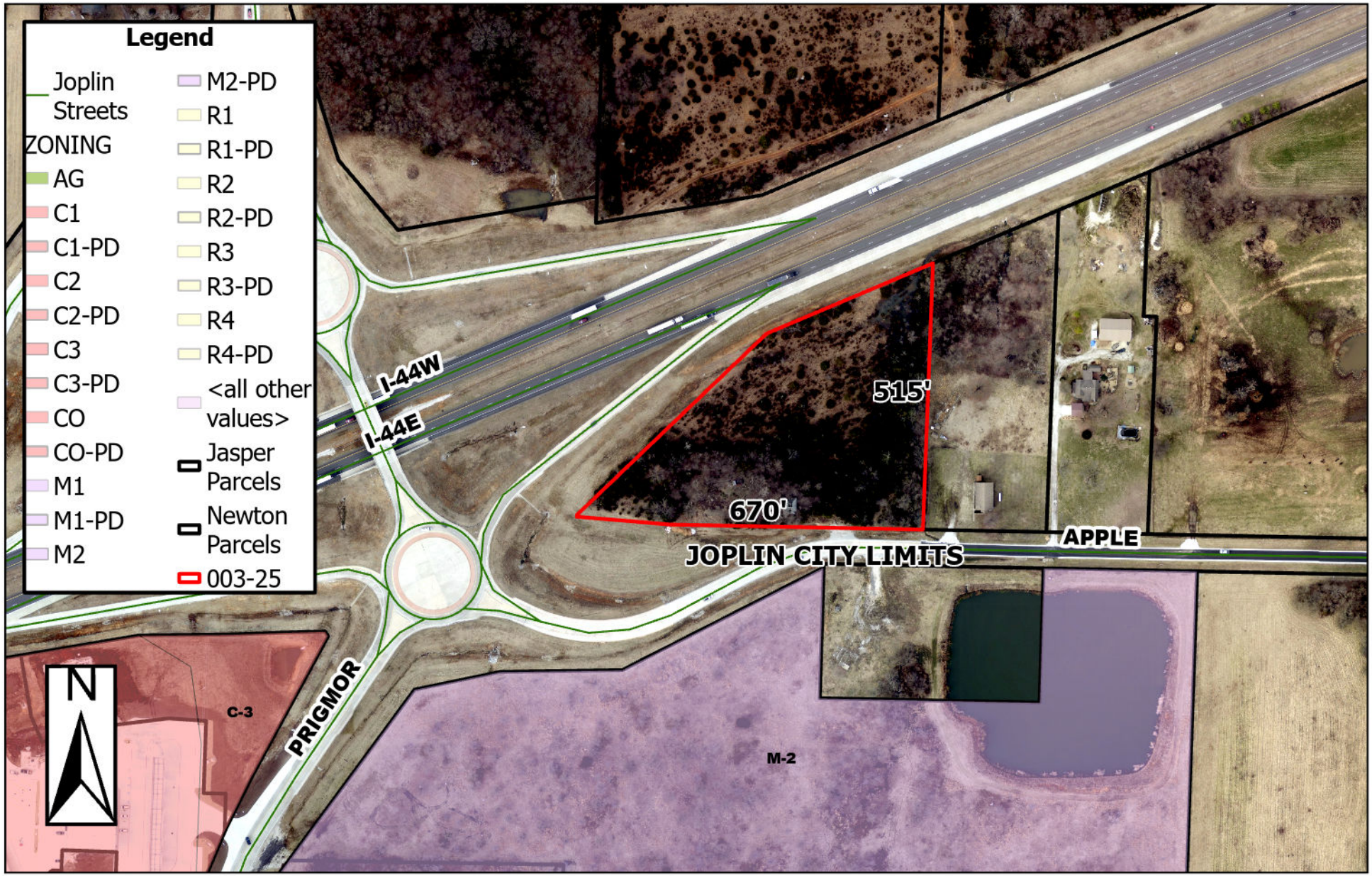
Jasper County Parcel No. 20101100000020000 (93-20-1.0-11-0-0-20.000)

Recorded in Book 2329 at Page 1679 of the Records of Jasper County

LEGAL DESCRIPTION:

Commencing at the Southwest corner of Section 11, Township 27, Range 32, in Jasper County, Missouri, Thence East along the South line of Section 11, 1325.43 feet, thence North 01 degree 16 minutes East a distance of 30 fee to the point of beginning, thence West on line 30 feet North of and parallel with the South line of said Section 11, a distance of 420.06 feet; thence North 00 degrees 26 minutes 20 seconds West a distance of 7.5 feet to a right-of-way marker, thence North 85 degrees 46 minutes 20 seconds West a distance of 245.10 feet to a right-of-way marker; thence North 01 degree 37 minutes 40 seconds East a distance of 194.0 feet to a right-of-way marker on the South right-of-way line of Interstate 44 Highway; thence North 65 degrees 57 minutes 45 seconds East a distance of 735.35 feet along the South right-of-way line of Interstate 44 Highway to a point on said right-of-way line; thence South 01 degree 16 minutes West a distance of 519.56 feet to the point of beginning. Containing 5.54 acres, more or less. Except that part taken or deeded for road purposes.

Case 003-25: Voluntary Annexation



18775 Apple Rd - Voluntary Annexation - A request to voluntarily annex into the Corporate Limits of the City of Joplin - Carl Schell

0 95 190 380 570 760 Feet

P & Z Case 003-25
Carl Schell
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-256 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 18775 Apple Rd, Jasper County, Missouri.

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:

Commencing at the Southwest corner of Section 11, Township 27, Range 32, in Jasper County, Missouri, Thence East along the South line of Section 11, 1325.43 feet, thence North 01 degree 16 minutes East a distance of 30 fee to the point of beginning, thence West on line 30 feet North of and parallel with the South line of said Section 11, a distance of 420.06 feet; thence North 00 degrees 26 minutes 20 seconds West a distance of 7.5 feet to a right-of-way marker, thence North 85 degrees 46 minutes 20 seconds West a distance of 245.10 feet to a right-of-way marker; thence North 01 degree 37 minutes 40 seconds East a distance of 194.0 feet to a right-of-way marker on the South right-of-way line of Interstate 44 Highway; thence North 65 degrees 57 minutes 45 seconds East a distance of 735.35 feet along the South right-of-way line of Interstate 44 Highway to a point on said right-of-way line; thence South 01 degree 16 minutes West a

distance of 519.56 feet to the point of beginning. Containing 5.54 acres, more or less. Except that part taken or deeded for road purposes.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-258 – Rezoning

MEETING DATE:
February 3, 2025

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:

Not applicable for this item.

SUMMARY REQUEST:

Case 002-25: 8125 E 26th St – Rezoning – A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) – Aesir Technologies, Inc.

BACKGROUND:

Aesir Technologies is a legally non-conforming, existing use. The present use is manufacturing. The property was annexed into the City in 2015 and was never rezoned. Property is designated as R-1 when it is incorporated into City Limits. The building is being expanded, which will trigger rezoning. The existing use is manufacturing, and the surrounding area is zoned M-2.

PLANNING & ZONING COMMISSION TESTIMONY:

Patty Johns presented the case on behalf of Aesir Technologies. Ms. Johns stated the request to rezone the property was due to Aesir Technologies obtaining a large contract with the government, which gave them the funding to expand the building they are currently in. Ms. Johns explained that during the permit process, it was found that the zoning of the property was incorrect and needed to be updated.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-258
Planning & Zoning Commission recommends approving Case 002-25 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: January 13, 2025
City Council Meeting: February 3, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 002-25 A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)

LOCATION 8125 E 26th St

APPLICANT Aesir Technologies

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Manufacturing	Approximately 4 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	Unincorporated
Land Use	Manufacturing	Manufacturing	Manufacturing	Utility/Water Tower

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 26th St	Local	75′

UTILITIES

Utilities in place.

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. Existing uses are all heavy industrial, and the future land use map designates this area Future Industrial.

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

R-1 is not a suitable zoning district for the subject property. The existing use has been legally non-conforming since it was annexed in 2015. M-2 is the highest and best use of property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change of zoning will not be detrimental to nearby property. The rest of the area is zoned industrial, and the property is located within the Joplin Industrial Park.

DISCUSSION

Aesir Technologies is a legally non-conforming, existing use. The present use is manufacturing. The property was annexed into the City in 2015 and was never rezoned. Property is designated as R-1 when it is incorporated into City Limits. The building is being expanded, which will trigger rezoning. The existing use is manufacturing, and the surrounding area is zoned M-2.

City Staff recommends approval of Case 002-25.

ENCLOSURES

- Map of property
- Application

CASE 002-25: REZONING

8125 E 26th St- Rezoning- A request to rezone from R-1 (Single- Family Residential) to M-2 (Heavy Industrial)- Aesir Technologies, Inc

Mr. Kimble asked if the applicant would step forward and state their name and address for the record.

Patty Johns of 8125 E 26th Street, Joplin, Missouri, presented the case on behalf of Aesir Technologies.

Ms. Johns stated the request to rezone the property was due to Aesir Technologies obtaining a large contract with the government, which gave them the funding to expand the building they are currently in. Ms. Johns explained that during the permit process, it was found that the zoning of the property was incorrect and needed to be updated.

Mr. Kimble asked if the commissioners had any questions for the representative.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 002-25. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (6 IN FAVOR, 0 OPPOSED, 1 ABSENT)

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.: 002-25
Filing Fee: $600.00
Received: 11/21/24
Date Advertised:
Proj. No.: 25-005
Public Hearing Date: 1/13/25

Applicant: AESIR TECHNOLOGIES INC Phone No.: 417-553-0237
Address: 8125 E. 26TH ST. JOPLIN MO 64804 Email: patti.johns@aesirtec.com
Owner: AESIR TECHNOLOGIES / CB PROPERTY MGMT Phone No.: 417-553-0237
Address: 8125 E. 26TH ST. JOPLIN MO 64804 Email: patti.johns@aesirtec.com
Location of Property: 8125 E 26th St
Present Use of Property: Manufacturing (legally non-conforming)
Proposed Use of Property: Manufacturing
Current Zoning: R-1 (Single-family) Requested Zoning: M-2 (Heavy Industrial)

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Manufacturing	M-2
South	Manufacturing	M-2
East	Manufacturing	M-2
West	Manufacturing	M-2-PD

Character of the Neighborhood: Industrial Park

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: Use is legally non-conforming - addition triggers rezoning - currently zoned single family

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: E 26th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: ~80'

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:

Legally Non-Conforming Use

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.
NA	☐	☐ 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: Patti Johns **Date:** 11/20/2024

Recorded in Jasper County, Missouri
Recording Date/Time: 01/05/2021 at 02:08:52 PM
Book: 2572 Page: 402
Instr #: 2021000159
Type: WD
Pages: 3
Fee: $30.00 S

Electronically Recorded

Charlotte Pickering
Recorder of Deeds

WARRANTY DEED BY LIMITED LIABILITY COMPANY

THIS DEED, Made and entered into this 4th of January, 2021, by and between Grantor COLD HARBOR, LLC, an Oklahoma limited liability company, of the State of Oklahoma, party or parties of the first part, and Grantee, CB PROPERTY MANAGEMENT, INC, a Massachusetts corporation, a 87.356% interest and AESIR TECHNOLOGIES, INC. a Delaware corporation a 12.644% Interest, as tenants in common, party or parties of the second part, Grantee's mailing address: 8125 E 26TH STREET, JOPLIN MO 64804

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same, belonging unto the said party or parties forever. The said party of the first part covenanting that said party and the heirs, executors, administrators and assigns of such party, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all person whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

MEMO # 3167

WARRANTY DEED BY LIMITED LIABILITY COMPANY

THIS DEED, Made and entered into this 4th of January, 2021, by and between Grantor COLD HARBOR, LLC, an Oklahoma limited liability company, of the State of Oklahoma, party or parties of the first part, and Grantee, CB PROPERTY MANAGEMENT, INC, a Massachusetts corporation, a 87.356% interest and AESIR TECHNOLOGIES, INC. a Delaware corporation a 12.644% Interest, as tenants in common, party or parties of the second part, Grantee's mailing address: 8125 E 26TH STREET, JOPLIN MO 64804

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same, belonging unto the said party or parties forever. The said party of the first part covenanting that said party and the heirs, executors, administrators and assigns of such party, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all person whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

MEMO # 3167

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its authorized

Manager(s) or Member(s) the day and year first above written.

COLD HARBOR, LLC, an Oklahoma limited liability company

BY: Thomas R. Crook

THOMAS R CROOK, MANAGER

State of MISSOURI)
)
County of GREENE)

On this 4th of JANUARY, 2021, before me personally appeared **THOMAS R CROOK**, to me personally known who being by me duly sworn, did say that he is the **MANAGER** of **COLD HARBOR, LLC**, and said **THOMAS R CROOK** acknowledged said instrument to be the free act and deed of said **COLD HARBOR, LLC.**

In testimony whereof, I have hereunto set my hand and affixed my official seal in my office in the state and county, on the day and year last above written.

J. Watkins
Notary Public

J. WATKINS
Notary Public – Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Apr. 4, 2022
Commission #14522237

Research & Development
960 Technology Blvd. Suite 1
Bozeman, MT 59718
Phone: (406) 624-0951

Æsir Technologies, Inc.

ZAF Energy Systems

Production Facility
8125 East 26th Street
Joplin, MO 64804
Phone: (417) 553-0237

November 20, 2024

City of Joplin
Zoning-Planning

We are requesting rezoning of the property at 8125 E. 26th Street, Joplin, MO 64804 because the building is housing a Manufacturing Company. The impact would bring the Company up to zoning requirements per the City. No impact to traffic conditions or danger of fire hazards. The proposed change will not affect the character of the surrounding properties since the building has been here for 14 years. This will benefit the City because the Company is planning an expansion to manufacture batteries for the U.S. Navy.

Patti Johns
VP of Administration

Patti Johns

EXHIBIT A

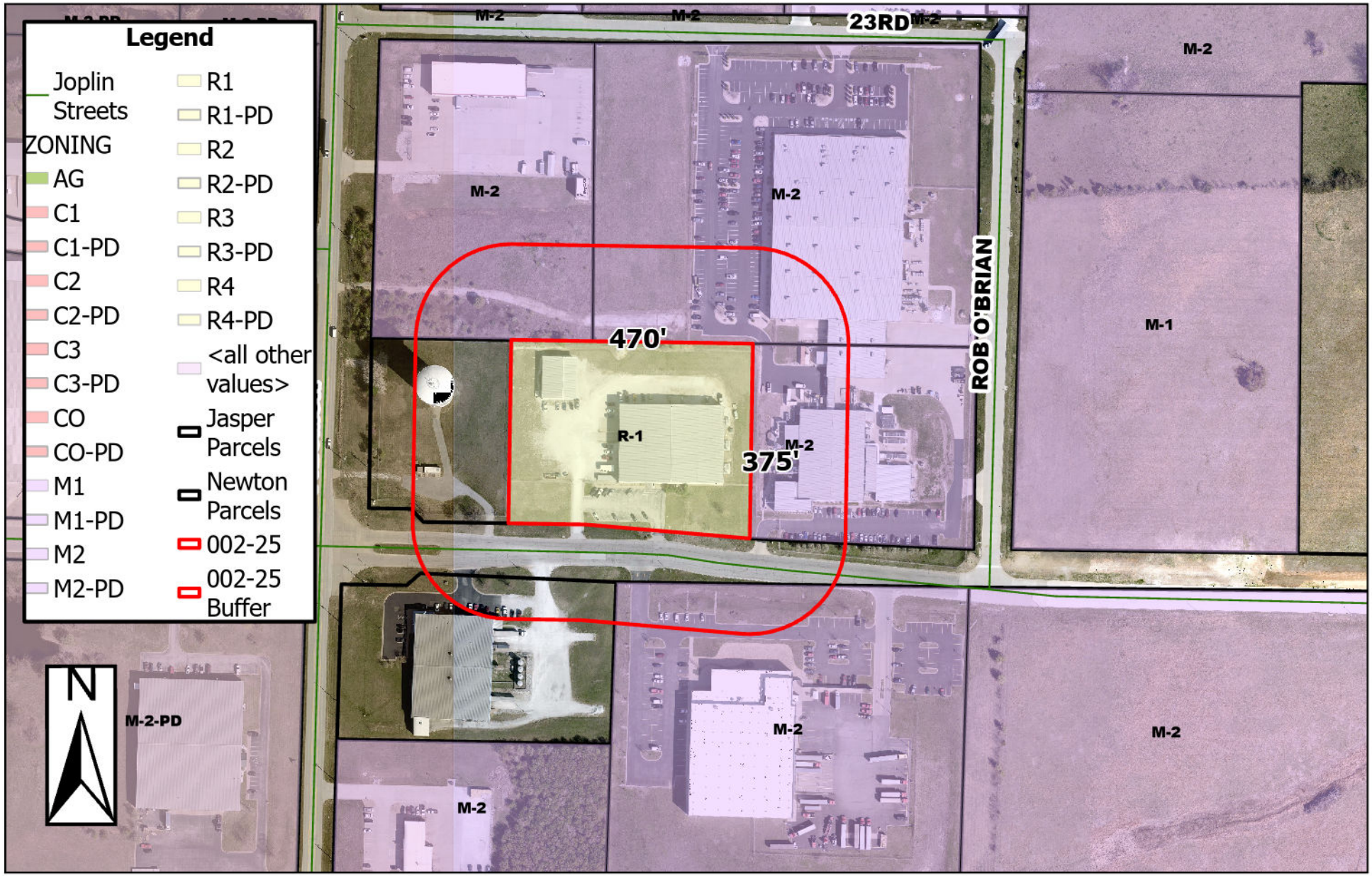
TRACT 1:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW¼) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCE N00°54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89°05'15"E A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°05'15"E A DISTANCE OF 467.07 FEET, THENCE S00°54'45"W A DISTANCE OF 376.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ALLIANCE PARKWAY, THENCE N85°07'34"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 317.84 FEET, THENCE N89°05'15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 149.98 FEET, THENCE N00°54'45"E, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 355.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A UTILITY EASEMENT DESCRIBED AS: A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCE N00°54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89°05'15"E A DISTANCE OF 350.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF TRACT 1 AND THE POINT OF BEGINNING, THENCE N00°54'45"E A DISTANCE OF 25.00 FEET , THENCE S89°05'15"E A DISTANCE OF 467.07 FEET, THENCE S00°54'45"W A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF TRACT 1, THENCE N89°05'15"W ALONG SAID NORTH LINE A DISTANCE OF 467.07 FEET TO THE POINT OF BEGINNING.

Case 002-25: Rezoning



8125 E 26th St - Rezoning - A request to rezone from R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) - Aesir Technologies, Inc.

0 95 190 380 570 760 Feet

P & Z Case 002-25
Aesir Technologies, Inc.
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-258 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 include in District M-2 (Heavy Industrial) property as described below and located at 8125 E 26th St, Jasper County, Missouri.

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

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

TRACT I:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW¼) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCE N00° 54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89° 05' 15"E A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 05' 15"E A DISTANCE OF 467.07 FEET, THENCE S00° 54'45"W A DISTANCE OF 376.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ALLIANCE PARKWAY, THENCE N85° 07'34"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 317.84 FEET, THENCE N89°05' 15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 149.98 FEET, THENCE N00°54'45"E, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 355.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A UTILITY EASEMENT DESCRIBED AS:

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCEN00°54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89° 05' 15"E A DISTANCE OF 350.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF TRACT l AND THE POINT OF BEGINNING, THENCE N00° 54'45"E A DISTANCE OF 25.00 FEET ,THENCE S89° 05' 15"E A DISTANCE OF 467.07 FEET, THENCE

S00° 54'45"W A DISTANCE OF 25.00 FEET TO NORTHEAST CORNER OF TRACT 1, THENCE N89° 05' 15"W ALONG SAID NORTH LINE A DISTANCE OF 467.07 FEET TO THE POINT OF BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-604– Police Vehicle Purchase.

MEETING DATE
February 3, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-604. Quote from Don Brown Chevrolet.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the budgeted purchase of two sixteen (16) Chevy Tahoe Police vehicles at a total cost of $867,360.00.

BACKGROUND
This allows for the purchase of 16 police vehicles that were approved by budget amendment in Ordinance 2024-520 on December 16, 2024.

FUNDING SOURCE
These payments are included in the amended FY 2024-25 Police Budget.

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

DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD
ST. LOUIS, MO 63110
314-772-1400

Representative: Jeremy Kennedy

Client: City of Joplin
Attn: William Davis
Address: 303 E. 3rd St.
Joplin, MO 64801
Phone: 417-623-3131
Email: wdavis@joplinmo.org

Date: 1/24/2025
Customer's PO:

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # CC240138005		
16	2025 Chevrolet Tahoe 4WD PPV - Black in Color	$ 53,386.00	$ 854,176.00
16	Option 6E2 - Keyed Alike	$ 25.00	$ 400.00
16	Option PQA Safety Package	$ 799.00	$ 12,784.00
			$ 867,360.00
		Grand Total	$ 867,360.00

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

Initial

Signature and Date

Client Signature	Date
Representatives Signature	Date

By signing this agreement, I authorize Don Brown Chevrolet to order equipment and charge for the agreed quotation or invoice amount.

COUNCIL BILL NO. 2025-604 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Eight Hundred and Sixty-Seven Thousand Three Hundred Sixty Dollars and No Cents ($867,360.00) for the purchase of sixteen (16) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

WHEREAS, Don Brown Chevrolet is provider of the City of Joplin Police Vehicles by Missouri State Contract CC240138005; and,

WHEREAS, in Council Bill 2024-520, the Council approved and budgeted funds to cover the purchase of replacement Chevy Tahoe Police Vehicles by amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 on December 16, 2024.

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

Section 1. That a purchase order issued to Don Brown Chevrolet, covering the purchase of sixteen (16) Chevy Tahoe Police Vehicles, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on February 17, 2025.

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

_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution No. 2025-003 – Appointment of members to the Finance Committee

MEETING DATE
February 18, 2025

ORIGINATING DEPT
City Manager Office

ATTACHMENTS
Resolution No. 2025-003;

REVIEWED BY
Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution appoints new members to the Finance Committee

BACKGROUND
The Finance Committee was formed in 2013 by the City Council to periodically, and independently, review items or plans that have significant financial implications to the City in order to build trust and confidence in decision making. The Committee is appointed by the Council and can only be "charged" or assigned by the City Council.

The purpose of this resolution is to appoint new members to the Committee. Member Andy Perigo has resigned from the Committee and the Finance Committee Chairman is recommending Doug Doll, a retired banker, serve as a replacement.

The Finance Committee will meet on an as needed basis and will follow the Sunshine policy for public meetings. City staff assists the Committee with assignments on an as needed basis.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2025-003

A RESOLUTION to appoint new members to the Finance Committee.

WHEREAS, the Finance Committee was created by the City Council through Resolution 2013-026.

WHEREAS, upon majority approval from the Mayor and Council the Finance Committee is periodically assigned to review proposals or ideas with significant financial impact.

WHEREAS, the Finance Committee will review the City's annual audit and may make a presentation to the City Council regarding the audit.

WHEREAS, City staff will assist the Committee by providing information, organizing meetings, and ensuring compliance with the Sunshine Law.

WHEREAS, the City Council desires to appoint the following members.

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

Section 1. The Finance Committee will have the following members:

1. Russ Alcorn, Financial Consultant-Chair
2. Doug Doll, retired Banker, JIDA member
3. Cheryl Glass, retired CPA-Baker,Davis & Roderique
4. Mark Hensley, Senior Financial Analyst at Freeman Health Systems
5. Troy Hill, retired CPA-FORVIS
6. Sandra Claypool, Vice President at Community Bank and Trust
7. Brian Nichols, Chair of MSSU Plaster School of Business and Finance Dept Chair
8. Phil Stinnett, retired businessman and former Joplin Mayor/Council member

Section 2. That the City Manager shall designate appropriate City staff to serve as liaison to the Committee.

Section 3. The Council of the City of Joplin hereby waives the one-year prohibition of former Councilmembers serving on City boards or commissions, as established in Section 2-50(f)(3), for the appointment of Mr. Stinnett.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of February 2025.

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-606– Annual approval of MODOT Grants (3).

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-606, 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 Richard Pearson; 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 and training for two full time DWI officers, in the amount of $85,600; overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details, and operating equipment in the amount of $37,220; and overtime costs and fringe benefit costs for Hazardous Moving Violation Enforcement, and operating equipment and training in the amount of $44,650.

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 officer assigned full-time to the DWI Enforcement Unit, with one full-time position open due to a recent promotion. The first grant will pay for 50% of salaries, fringe benefits and training for these two positions. The second grant will be utilized to cover overtime costs and fringe benefits, and operating equipment for DWI enforcement details for officers not assigned to the unit. The third grant will be utilized to cover overtime costs and fringe benefits, operating equipment and training 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 on high crash locations, and they have been instrumental in keeping our crash numbers down each year. We have seen a slight increase in total crashes from 2023 to 2024. There were sixteen additional crashes which amounted to an increase of just over 1%.

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.

COUNCIL BILL NO. 2025-606 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, DWI Enforcement, and Hazardous Moving Violations Enforcement in the amount of One-Hundred Sixty-Seven Thousand, Four Hundred Seventy Dollars ($167,470.00); 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 $167,470.00 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 Sixty-Seven Thousand, Four Hundred Seventy Dollars ($167,470.00); providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, DWI Enforcement Overtime and operating equipment to include fringe benefits, HMV Enforcement Overtime to include fringe benefits, operating equipment and training, a true and accurate copy of the same being attached hereto as in 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 this Ordinance is an emergency within the meaning of Section 2.12 (1)(3) of the Home Rule Charter of the City of Joplin, Missouri in that said Ordinance provides for the funding of certain police officers that provide public safety to the citizens in the city, so it impacts the immediate preservation of the public peace, property, health, safety or morals, and city appropriations. In addition, the application deadline for these MODOT grants is March 1, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th, day of February 2025, by a vote of,

_____
Keenan T. Cortez, Sr., 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

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2025 through September 30, 2026

(Application due by March 01, 2025)

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:	Impaired Driving Overtime	**Requested Amount:**	$37,220.00
Brief Description:	Impaired Driving Overtime		

Brian Lewis
Authorizing Official

Authorizing Official Signature

Assistant Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% 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 has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

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% 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.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

The Joplin Police Department investigated 4,512 traffic crashes in the city limits from 2022-2024. The City of Joplin includes city streets, several State Highways, 13 miles of IS 44, and a section of IS 49 / MO 249. Of the 4,512 crashes, 839 resulted in a physical injury, and another 31 resulted in a fatality.

Of the 839 crashes that resulted in a injury or a fatality, 59 had drug / alcohol / impairment as a contributing factor. Alcohol was a contributing factor in 182 total traffic crashes in the City of Joplin between 2022-2024.

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 2021-2023, there were 320 alcohol involved crashes in Jasper County, ranking 9th in the state. There were 205 alcohol related crashes in Newton County, ranking 16th in the state. For the same period, the City of Joplin recorded 138 alcohol related crashes, ranking 11th in the state. In 2024, the City of Joplin recorded 48 drug and alcohol related crashes.

In 2024 the Joplin Police Department contacted 13,631 drivers for moving violations. Of those, 3,337 drivers received at least one citation for a traffic offense. This speaks to the determination and focus to lowering all crashes within the city.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

- 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 a safety belt policy for all employees/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 MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 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
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
In 2024, we spent all of our funds, requested and granted additional funds, spent most of those but left a small amount unspent.	
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 UEI 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.	573
19	Total number of speeding citations written by your agency.	386
20	Total number of HMV citations written by your agency.	3337
21	Total number of child safety/booster seat citations written by your agency.	13
22	Total number of safety belt citations written by your agency.	116
23	Total number of warnings issued.	0

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.	4512
25	Total number of traffic crashes resulting in a fatality.	31
26	Total number of traffic crashes resulting in a serious injury.	839
27	Total number of speed-related traffic crashes.	234
28	Total number of speed-related traffic crashes resulting in a fatality.	7
29	Total number of speed-related traffic crashes resulting in a serious injury.	61
30	Total number of alcohol-related traffic crashes.	141
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	39
33	Total number of unbuckled fatalities.	6
34	Total number of unbuckled serious injuries.	61

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	113
36	Total number of commissioned patrol and traffic officers.	60
37	Total number of commissioned law enforcement officers available for overtime enforcement.	111
38	Total number of vehicles available for enforcement.	70

39 Total number of radars/lasers. 57

40 Total number of in-car video cameras. 60

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT - 36
Sotoxa - 2

42 Total number of Breath Instruments.

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 fiscal 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 4 p.m. and 3 a.m. 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.
Dry gas for BA maintenance.
Sotoxa Oral field testing cartridges.

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 MOCARS 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) 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 DWI overtime officers 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

See attached document labeled "2023 Joplin SA Report" for the most current data.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Breath Instruments and Supplies	mouth pieces for breath testing	1,000	$0.37	$370.00	$0.00	**$370.00**
	Breath Instruments and Supplies	Dry gas for BA maintenance	2	$225.00	$450.00	$0.00	**$450.00**
	Oral Fluid Testing Device and Supplies	Sotoxa Oral Fulid testing cartridge (2 boxes of 25)	2	$700.00	$1,400.00	$0.00	**$1,400.00**
					$2,220.00	**$0.00**	**$2,220.00**
Personnel							
	Enforcement Hours and/or Fringe	Enforcement Overtime and fringe	1	$35,000.00	$35,000.00	$0.00	**$35,000.00**
					$35,000.00	**$0.00**	**$35,000.00**
				Total Contract	**$37,220.00**	**$0.00**	**$37,220.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	Single Audit 2023 final.pdf	01/23/2025

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 CITY OF JOPLIN MISSOURI 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 JOPLIN 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, 2025 through September 30, 2026

(Application due by March 01, 2025)

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: Full Time DWI Unit **Requested Amount:** $85,600.00

Brief Description: Full Time Impaired Driving Unit

Brian Lewis
Authorizing Official

Authorizing Official Signature

Assistant Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% 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 has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

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% 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.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

The Joplin Police Department investigated 4,512 traffic crashes in the city limits from 2022-2024. The City of Joplin includes city streets, several State Highways, 13 miles of IS 44, and a section of IS 49 / MO 249. Of the 4,512 crashes, 839 resulted in a physical injury, and another 31 resulted in a fatality.

Of the 839 crashes that resulted in a injury or a fatality, 59 had drug / alcohol / impairment as a contributing factor. Alcohol was a contributing factor in 182 total traffic crashes in the City of Joplin between 2022-2024.

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 2021-2023, there were 320 alcohol involved crashes in Jasper County, ranking 9th in the state. There were 205 alcohol related crashes in Newton County, ranking 16th in the state. For the same period, the City of Joplin recorded 138 alcohol related crashes, ranking 11th in the state. In 2024, the City of Joplin recorded 48 drug and alcohol related crashes.

In 2024 the Joplin Police Department contacted 13,631 drivers for moving violations. Of those, 3,337 drivers received at least one citation for a traffic offense. This speaks to the determination and focus to lowering all crashes within the city.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

- 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 5:00 p.m. and 3:00 a.m. 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 a safety belt policy for all employees/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 MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 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
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
In 2024, we spent all of our funds, requested and granted additional funds, spent most of those but left a small amount unspent.	
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 UEI 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.	573
19	Total number of speeding citations written by your agency.	386
20	Total number of HMV citations written by your agency.	3337
21	Total number of child safety/booster seat citations written by your agency.	13
22	Total number of safety belt citations written by your agency.	116
23	Total number of warnings issued.	0

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.	4512
25	Total number of traffic crashes resulting in a fatality.	31
26	Total number of traffic crashes resulting in a serious injury.	839
27	Total number of speed-related traffic crashes.	234
28	Total number of speed-related traffic crashes resulting in a fatality.	7
29	Total number of speed-related traffic crashes resulting in a serious injury.	61
30	Total number of alcohol-related traffic crashes.	141
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	39
33	Total number of unbuckled fatalities.	6
34	Total number of unbuckled serious injuries.	61

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	113
36	Total number of commissioned patrol and traffic officers.	60
37	Total number of commissioned law enforcement officers available for overtime enforcement.	111
38	Total number of vehicles available for enforcement.	70

39 Total number of radars/lasers. 57

40 Total number of in-car video cameras. 60

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT - 36
Sotoxa - 2

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.

Enforcement will take place city wide with priority on high crash 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.

Enforcement will take place 12 months of the year.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place seven days per week.

47 Enter the time of day in which enforcement will be conducted.

Enforcement will primarily take place between the hours of 5 p.m. and 3 a.m. unless special events or crash numbers show an increase in a time outside of these hours. DWI Officers may work a couple of hours earlier on a rare occasion to address more daytime impaired drivers as needed while working a group enforcement with our non-grant-funded traffic unit.

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.

Replace one of two DWI vehicles. Replace with a 2025 Chevy Tahoe 4x4.
Provides equipment such as lights, sirens, console, mounts, wiring, graphics, push bar and related items. The Tahoe is preferred because this is the only vehicle the department uses for patrol and traffic work and keeps our standard of equipment the same.

The Tahoe this would replace would be retained until the end of its life cycle and used in a DWI/Traffic function only. Build time for our agency after a vehicle is received is currently extended due to lead time to receive vehicles and equipment in this market in addition to a large vehicle purchase we are making for the agency this year.

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 MOCARS 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) 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

Traffic Unit supervisors (non-grand funded) will supervise monthly stats and maintain good communication with DWI Officers.

Traffic Unit supervisors will evaluate crash data at least quarterly to ensure proper shift and overlap placement biased on a demonstrated need that's data driven.

Supervisors will also facilitate training's and campaigns to ensure DWI Officers are being best utilized by the department and focusing on the peak times that impaired driving violations are likely to occur.

ADDITIONAL FUNDING SOURCES

See attached document labeled "2023 Joplin SA Report" for the most current data.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Salary and/or Fringe	Two Full Time DWI Officers with Fringe	2	$75,000.00	$150,000.00	$75,000.00	**$75,000.00**
	Overtime and/or Fringe	Full Time DWI Officers Overtime and Fringe	2	$10,000.00	$20,000.00	$10,000.00	**$10,000.00**
					$170,000.00	**$85,000.00**	**$85,000.00**
Training							
	Professional Development	State DRE Conference	1	$600.00	$600.00	$0.00	**$600.00**
					$600.00	**$0.00**	**$600.00**
				Total Contract	**$170,600.00**	**$85,000.00**	**$85,600.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	Single Audit 2023 final.pdf	01/23/2025

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 CITY OF JOPLIN MISSOURI 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 JOPLIN 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, 2025 through September 30, 2026

(Application due by March 01, 2025)

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:	All Drivers						

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title:	HMV Enforcement	**Requested Amount:**	$44,650.00
Brief Description:	HMV Enforcement		

Brian Lewis
Authorizing Official

Authorizing Official Signature

Assistant Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The Joplin Police Department investigated 4,512 traffic crashes in the city limits from 2022-2024. The City of Joplin includes city streets, several State Highways, 13 miles of IS 44, and a section of IS 49 / MO 249.

Of the 4,512 crashes, 839 resulted in a physical injury, and another 31 resulted in a fatality. Of the 839 crashes that resulted in a injury or a fatality, 68 had excessive speed as a contributing factor. Additionally, in 2024 the Joplin Police Department contacted 13,631 drivers for moving violations. Of those, 3,171 drivers received at least one citation or arrest for a traffic offense.

Citizen surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, traffic signal violations, and pedestrian violations.

The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2021 through 2023, Jasper County responded to 688 speed related crashes and ranked 14th in the state. Newton County worked 556 and ranked 18th in crashes where speed was a factor. Between the years 2021 and 2023, the Joplin Police Department worked 278 speed related crashes and was ranked 24th in the state. During this same time period, the Joplin Police Department investigated 4,719 total traffic crashes, which ranked 8th in the state for overall crashes.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31,2026.

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, education and visibility.

Over the past few years, we have used increased enforcement and visibility as a way to prevent crashes. We have seen a decrease in our overall crash numbers by a slight margin, despite increased population.

PROJECT DESCRIPTION

Our goal is to deploy Traffic Unit Officers on overtime into high crash areas. All sworn officers will be eligible to supplement traffic officers toward the goal of enforcing traffic laws and lowering vehicle and pedestrian crashes.

Officers will contact drivers for various violations with an emphasis on hazardous moving violations, Those violations that cause injuries and fatalities.

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 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 a safety belt policy for all employees/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 MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 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
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
In 2024, we spent all of our funds, requested and granted additional funds, spent most of those but left a small amount unspent.	
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 UEI 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.	573
19 Total number of speeding citations written by your agency.	386
20 Total number of HMV citations written by your agency.	3337
21 Total number of child safety/booster seat citations written by your agency.	13
22 Total number of safety belt citations written by your agency.	116
23 Total number of warnings issued.	0

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.	4512
25 Total number of traffic crashes resulting in a fatality.	31
26 Total number of traffic crashes resulting in a serious injury.	839
27 Total number of speed-related traffic crashes.	234
28 Total number of speed-related traffic crashes resulting in a fatality.	7
29 Total number of speed-related traffic crashes resulting in a serious injury.	61
30 Total number of alcohol-related traffic crashes.	141
31 Total number of alcohol-related traffic crashes resulting in a fatality.	4
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	39
33 Total number of unbuckled fatalities.	6
34 Total number of unbuckled serious injuries.	61

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	113
36 Total number of commissioned patrol and traffic officers.	60
37 Total number of commissioned law enforcement officers available for overtime enforcement.	111
38 Total number of vehicles available for enforcement.	70

39 Total number of radars/lasers. 57

40 Total number of in-car video cameras. 60

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

Sotoxa - 2
PBT- 34
ASIV - 4
Intox 8000 - 2

42 Total number of Breath Instruments. 5

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 Veterans and Shoal Creek

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted 12 months of the year with routine enforcement events planned twice per month. Primary focus will be given to statewide enforcement campaigns with additional officers assigned.

January and February will have slightly less enforcement campaigns due to a lower crash rate than the rest of the year, unless more recent crash data dictates.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place seven days per week with additional officers assigned for statewide campaigns.

47 Enter the time of day in which enforcement will be conducted.

Most Enforcement will take place between the hours of 7 A.M and 11 P.M. There may be exceptions for aggressive sport bike details or special events that bring more drivers out later in the day.

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.

LIDAR Unit. This would replace one unit in the Traffic Unit that no longer works properly.

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 MOCARS 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) 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

See attached document labeled "2023 Joplin SA Report" for the most current data.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	RADAR/LIDAR	Handheald LiDar unit for speed enforcement	1	$2,650.00	$2,650.00	$0.00	**$2,650.00**
					$2,650.00	**$0.00**	**$2,650.00**
Personnel							
	Overtime and/or Fringe	HMV Officer Overtime and Fringe (about 700 hours)	1	$40,000.00	$40,000.00	$0.00	**$40,000.00**
					$40,000.00	**$0.00**	**$40,000.00**
Training							
	Professional Development	LETSAC Conf	2	$1,000.00	$2,000.00	$0.00	**$2,000.00**
					$2,000.00	**$0.00**	**$2,000.00**
				Total Contract	**$44,650.00**	**$0.00**	**$44,650.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	Single Audit 2023 final.pdf	01/23/2025

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 CITY OF JOPLIN MISSOURI 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 JOPLIN 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-607– Modular Vehicle Barrier System Grant Purchase

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
A. Council Bill 2025-607, **B**. LETPA Subaward Agreement, **C**. AST Sole Source Letter, **D**. AST product Proposal, **E.** AST Barrier System Brochure.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill approves funding from the Missouri Department of Public Safety State Homeland Security Program for the Law Enforcement Terrorism Prevention Activities (LEPTA) grant in the amount of $179,209.00 to purchase a Fully Loaded Trailer Package including 72 Units with a potential coverage of 10 lanes of traffic.

BACKGROUND
In September of 2024, we submitted a grant proposal to the Missouri Department of Public Safety State Homeland Security Program for the Law Enforcement Terrorism Prevention Activities (LETPA) grant funding opportunity. The grant proposal sought full funding for the purchase of an MVB3X modular barrier system, which includes the following items:

- 72 individual MVB3X units
- 32 barrier pivot systems
- 2 fixed slide wheels
- 6 rotating slide wheels
- 4 storage/shipping boxes
- 4 sets of 10 ICS sequential flares (rechargeable)
- 4 banners to cover 8 x MVB3X
- Custom trailer for storage and transportation
- Shipping to Joplin

The proposed cost for this barrier system was $179,209.00. We submitted the grant in September of 2024 and we received notice that our grant was approved for full funding in November of 2024. The grant was marked "underway" on February 5th, 2025, and we received approval from the Missouri Department of Public Safety for the sole source vendor on February 5th, 2025. The only caveat for the grant award is that we agree to deploy these to Kansas City for the World Cup in June of 2026- July 2026.

This barrier system will be ideal for vehicle denial capabilities for events and situations such as third Thursday events, parades, 4th of July celebrations, or any other time we need to ensure heightened security for an area of a roadway.

FUNDING SOURCE

This item includes a budget amendment for the grant revenue and expenditure.

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.

COUNCIL BILL NO. 2025-607 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Advanced Security Technologies in the amount of One Hundred Seventy-Nine Thousand Two Hundred Nine Dollars ($179,209.00) for the purchase of a Modular Vehicle Barrier System; 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 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, containing an emergency clause.

WHEREAS, The City of Joplin has received grant funds in the amount of $179,209.00 from the Missouri Department of Public Safety/Office of Homeland Security;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enhancement of public safety at large gatherings by providing a barrier system to motor vehicles;

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

Section 1. That the Subaward Agreement between the Missouri Department of Public Safety Office of Homeland Security and the City of Joplin awards the City of Joplin funding in the amount of One Hundred Seventy-Nine Thousand, Two Hundred Nine Dollars and 00/100 Dollars ($179,209.00) for the purchase of a Modular Vehicle Barrier System, 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 fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue in the amount of One Hundred Seventy-Nine Thousand Two Hundred Nine Dollars and No Cents ($179,209.00) and by increasing appropriations by the total amount of One Hundred Seventy-Nine Thousand Two Hundred Nine Dollars and No Cents ($179,209.00).

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

Section 5. That this Ordinance is an emergency within the meaning of Section 2.12 (1)(3) of the Home Rule Charter of the City of Joplin, Missouri in that said Ordinance provides for funding that provides public safety to the citizens in the city, so it impacts the immediate preservation of the public peace, property, health, safety or morals, and city appropriations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th, day of February 2025, by a vote of,

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

DATE: 11/07/2024	
FEDERAL IDENTIFICATION NUMBER: EMW-2024-SS-05013	OHS CONTROL NUMBER: 44

SUBRECIPIENT NAME: Joplin, Police Department	UEI NUMBER: HRWZCYY8MWJ3
ADDRESS: 303 E. 3rd St.	
CITY: Joplin	STATE: MO / ZIP CODE: 64801
TOTAL AMOUNT OF THE FEDERAL AWARD: $179,209.00	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION: $179,209.00
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT: $179,209.00	TOTAL APPROVED COST SHARING OR MATCHING: $0.00
PROJECT PERIOD FROM: 09/01/2024 / PROJECT PERIOD TO: 08/31/2026	FEDERAL AWARD DATE: 09/01/2024
PROJECT TITLE: FY24 – SHSP LETPA – Joplin, Police Department	FUNDED BY: FY 2024 Homeland Security Grant Program
FEDERAL AWARDING AGENCY: Department of Homeland Security / PASS THROUGH ENITITY: MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D: YES ☐ NO ☒ / INDIRECT COST RATE: YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 97.067	METHOD OF PAYMENT (Reimbursement -- Advanced): Reimbursement

CONTACT INFORMATION

DPS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR
NAME: Adriana Budean	NAME: William Davis, Captain
E-MAIL ADDRESS: Ada.Budean@dps.mo.gov	ADDRESS (If different from above): 303 E. 3rd St.
TELEPHONE: (573) 522-1800	CITY, STATE AND ZIP CODE: Joplin, MO 64801
PROGRAM MANAGER: Joni McCarter	TELEPHONE: 417-623-3131 / E-MAIL ADDRESS: wdavis@joplinmo.org

SUMMARY DESCRIPTION OF PROJECT

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. These funds are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607.

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL: Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL: Nick Edwards, City Manager	
SIGNATURE OF APPROVING DPS OFFICIAL: Sandra K. Karsten	DATE: 11/13/2024	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE: 11/11/24

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM	SUBRECIPIENT
FY 2024 State Homeland Security Program	Joplin, Police Department
AWARD NUMBER	DATE
EMW-2024-SS-05013-44	11/07/2024

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

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Article 1	Summary Description of Award
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
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GRANT PROGRAM	SUBRECIPIENT
FY 2024 State Homeland Security Program	Joplin, Police Department
AWARD NUMBER	DATE
EMW-2024-SS-05013-44	11/07/2024

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article 1 – Summary Description of Award
The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article 2 – General Acknowledgements and Assurances
All subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. 200.337.

1. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.

2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or federal awarding agency program guidance.

Article 3 – Acknowledgement of Federal Funding from DHS
Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 – Activities Conducted Abroad
Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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Article 5 – Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42, U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 – Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 – Best Practices for Collection and Use of Personally Identifiable Information (PII)
Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 – Civil Rights Act of 1964 – Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9 – Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. section 3601 et seq.) which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 – Copyright
Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. section 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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Article 11 – Debarment and Suspension
Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 – Drug-Free Workplace Regulations
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article 13 – Duplicative Costs
Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. section 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.FR. Part 19.

Article 15 – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 – Energy Policy and Conservation Act
Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 – False Claims Act and Program Fraud Civil Remedies
Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

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Article 18 – Federal Debt Status
All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19 – Federal Leadership on Reducing Text Messaging while Driving
Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20 – Fly America Act of 1974
Subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 – Hotel and Motel Fire Safety Act of 1990
Subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article 22 – John S. McCain National Defense Authorization Act of Fiscal Year 2019
Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS subrecipients, their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 – Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningul-access-people-limited and additional resources on http://www.lep.gov.

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Article 24 – Lobbying Prohibitions
Subrecipients must comply with 31 U.S.C. section 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 – National Environmental Policy Act
Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 – Non-Supplanting Requirement
Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 – Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 – Patents and Intellectual Property Rights
Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. section 401.14.

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Article 30 – Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. section 6962.) and 2 C.F.R. section 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 – Rehabilitation Act of 1973
Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 – Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference.

Article 33 – Reporting Subawards and Executive Compensation
For federal awards that equal or exceed $30,000, subrecipients are required to comply with the requirements set forth in the government-wide term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Subrecipients of an award of Federal financial assistance from a program for infrastructure are herby notified that none of the funds provided under this award may be mused for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.

a. When the federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

   1. Applying the domestic content procurement preference would be inconsistent with public interest;
   2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
   3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The definitions applicable to this term are set forth at 2 C.F.R. section 184.3, the full text of which is incorporated here by reference.

Article 35 – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at.

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Article 36 – Terrorist Financing
Subrecipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37 – Trafficking Victims Protection Act of 2000 (TVPA)
Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, section 106 (codified as amended at 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated by reference.

Article 38 – Universal Identifier and System of Award Management
Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39 – USA PATRIOT Act of 2001
Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article 40 – Use of DHS Seal, Logo and Flags
Subrecipients must obtain permission from their DHS prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41 – Whistleblower Protection Act
Subrecipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. section 470141 U.S.C. section 4712.

Article 42 – Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the

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proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 – Disposition of Equipment Acquired Under the Federal Award
For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44 – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific
By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of the Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR).

2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.

3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.

4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

    a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.

7. DPS/OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.

10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.

11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

12. Prior written approval from DPS/OHS is required prior to making any change to the DPS/OHS approved budget for this award.

13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.

14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."

15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.

18. Purchases from a single feasible source over $10,000.00 must have prior approval from the DPS/OHS.

19. Subrecipient is required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR will be open October 1, 2024 and must be completed by each subrecipient no later than December 31, 2024.

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. <u>National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):</u>
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is

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required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the past twelve months. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.

b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the past twelve months. The subrecipient must remain compliant with Section 590.1265 for the duration of the grant period of performance.

d. Federal Equitable Sharing Funds:
Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

f. Rap Back Program Participation:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

g. Custodial Interrogations:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

AUTHORIZED OFFICIAL INITIALS

h. Body Armor:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

j. Body-Worn Camera Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

AUTHORIZED OFFICIAL INITIALS

a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).
d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

24. The subrecipient must allow the use of the equipment purchased under this subaward for large scale events, such as the FIFA World Cup, as requested within the state of Missouri.

Article 45 – Special Conditions

1. The subrecipient agency must attend and complete the FY 2024 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) Compliance Workshop. No claims will be reimbursed by the DPS/OHS until a member of the subrecipient agency has completed the Compliance Workshop.

AUTHORIZED OFFICIAL INITIALS

Bringing Advanced Technologies to the security world

May 13th, 2024

William Davis
Police Captain
303 E 3rd St
Joplin, MO 64801

Tel: (417) 623-3131 Ext. 1446
Email: WDavis@Joplinmo.org

REFERENCE: Sole Source Letter
Modular Vehicle Barrier System Package

Dear Captain Davis,

This letter confirms that Advanced Security Technologies LLC is the sole source provider of the Mobile Vehicle Barrier System package, which includes the specialized transport trailer, the modular vehicle barriers, pivot systems, lighting system (optional) and packaging boxes. No other company or entity provides this full system with all the components.

AST has been supplying the Mobile Vehicle Barrier System package throughout the US and we look forward to working with you as well.

If you have any additional questions, please don't hesitate to contact me at any time.

Sincerely,

Sal DiSalvo
Principal
Advanced Security Technologies LLC
(201) 755-0557

ADVANCED SECURITY TECHNOLOGIES

AST

Bringing Advanced Technologies to the Security World

May 13th, 2024

William Davis
Police Captain
303 E 3rd St
Joplin, MO 64801

Tel: (417) 623-3131 Ext. 1446
Email: WDavis@Joplinmo.org

REFERENCE: Modular Vehicle Barrier 3X System
Price Quotation: AST3X-72/72-320206-40-4B

Captain Davis,

It was a pleasure talking with you regarding the Modular Vehicle Barrier (MVB3X) System. Please find specifications and price information related to the entire system enclosed for your review.



A. Performance Based Specifications:

1. Must be US Department of Homeland Security Safety Act Designated
2. Barrier System must be certified to ASTM-F2656-15.
3. Barriers System must be certified to ASTM/PAS 68 & IWA standards.
4. Barrier System must be modular and adaptable to any road width.
5. Multiple traffic lanes of continuous coverage must be able to be assembled without the use of cables or ball/hitch connections. Cables cannot be used in a modular vehicle barrier perimeter.
6. Three points of connection via metal structure and pins are REQUIRED to connect the barriers to each other to ensure continuity in the barrier integrity and stopping capability.
7. The system must be an “open” design where no piece of metal is more than 18” x 24”. This ensures that no adversary can use a vehicle barrier system for cover and concealment.
8. The Barriers MUST be Safety Yellow in color for maximum visibility
9. Open and close a lane in less than ten seconds by a single person using no tools
10. One person to assemble, deploy and dismantle
11. Quick perimeter access in case of an emergency
12. No tools required for assembly
13. Zero maintenance

14. Individual Barrier Units must fold for easy carrying and storage

B. Modular Vehicle Barrier Product Specifications:

1. Barrier Units must be able to be deployed in increments of 2 feet or less to ensure it will fit any size roadway.
2. Each complete MVB3X unit must weigh less than 53 lbs.
3. Each unit dimensions: L~46.5", W~21", H~32".
4. Tools shall not be required. System is to be assembled with pins.
5. Barriers must have the ability to be folded for transportation.
6. MVB3X units must have the option to pivot and transition into an operational gate.
7. MVB3X units must have the option of slide wheels for lateral movement.
8. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
9. Barriers must be able to be deployed by one person.
10. Bottom edges of the barriers must be protected by aluminum covers (for pedestrian safety).
11. Barriers shall be capable of deploying from the road and onto a curb in one continuous line.
12. MVB3X units shall have multi-terrain capability.
13. MVB3X units shall not require any maintenance.
14. Magnetic sequential lights shall attach to MVB3X units.

C. MVB3X Transport Trailer Specifications:

1. The Trailer shall be made in the United States and comply with U.S. DOT regulations.
2. The Trailer must be New/Unused.
3. Trailer to include drip rails.
4. 72 MVB3X units + Pivots.
5. 72-unit Trailer will have 6 doors on each side.
6. Trailers shall be 20 feet long.
7. Trailer shall be 101.5" wide.
8. Trailer shall be tandem axel.
9. 14,000 lb. hauling capacity.
10. Electric brakes.
11. LED lighting.
12. 15,000 pound safety chain.
13. Trailer will come equipped with a 2 5/16" hitch.
14. Spare wheel + Tire ST225/75/R12 (6 Lug).
15. All containment steel shall be powder coated.
16. MVB3X barriers can be loaded/stored from both sides.
17. Each MVB3X unit has its own dedicated slot for safe transport.
18. Each MVB3X is locked in place for transport with secondary retainment system.
19. Unit shall have Stainless Steel latches & hinges.
20. Zinc coated steel rivet, zinc coated nuts & bolts.
21. Dedicated space for pivot units.
22. Each door has locks for safe storage. All keyed alike.
23. Single storage compartment shall be provided on the trailer. Each compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
24. Trailer shall be black in color.

D. Sequential Lighting Specifications

1. 24+ hours of continuous flash.
2. Charge all flares at once - 6 hour recharge time from completely dead battery.
3. Visible range of 3,000+ feet
4. RDS™ (Rapid Deployment System): Automatically turns on flare when removed from case.
5. 30,000 lbs crush strength.
6. Flare specification: Weight = .5 lbs.
   Dimensions: L = 4.25 in, W = 3.5 in, H = 1 in.
7. 10 Set specification: Weight with flares = 7 lbs,
   Dimensions: L = 11.7 in, W = 9.2 in, H = 1.2 in
   Includes: Carrying/Charging case, DC 12/24V car charger plug, AC wall charger plug

E. Pricing Information

72 Unit MVB3X System (Up to 10 Lanes of Coverage)

System Number	Description	Unit Price	Quantity	Extended
AST3X-72/72-320206-40-4B	72 MVB3X Capacity Fully Loaded Trailer Package	$179,209	1	**$179,209**

Single Trailer System Inventory

Description	QTY
MVB3X unit	72
Pivot system	32
Slide Wheels - fixed	2
Slide Wheels - rotating	6
Storage/Shipping Box	4
Set of 10 ICS Sequential Flares (Rechargeable)	4
Banner to cover 8 x MVB3X	4
Shipping of MVB's to your site	1
Trailer for up to 72 x MVB3X units plus pivots. Trailer will have 6 door on each side. Each section will be two rows of 3 sections tall	1
Shipping of Trailer to your site	1





F. Notes:

1. The number of pivots is based upon your specific operational requirements.
2. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and re-assemble the section.
3. The quantity of individual components can be adjusted to meet budgetary and operational requirements.
4. Included On-Site Training. AST also provides a user's manual for the MVB3X and online access to instructional videos for all of the components of the system.

G. Terms & Conditions:

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Should any taxes are levied they will be paid for by the purchaser.
3. Delivery: 8-10 weeks ARO – depending on material availability.
4. Payment terms – TBD
5. Prices are valid for 90 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please do not hesitate to contact me should you require additional information.

Sincerely,



Sal DiSalvo
Mobile: (201) 755-0557
sdisalvo@adsectec.com

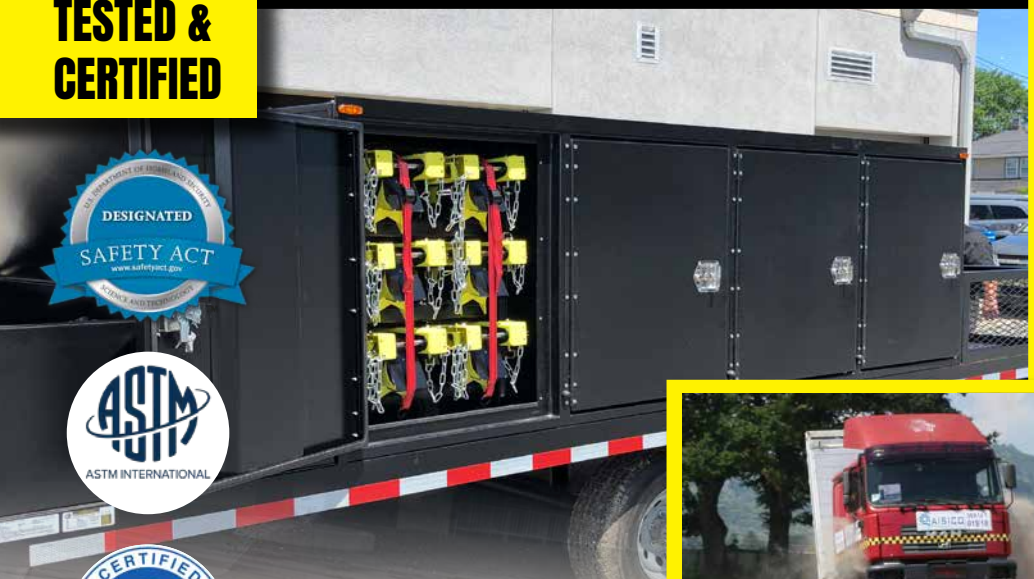
ADVANCED SECURITY TECHNOLOGIES

TESTED & CERTIFIED

MODULAR VEHICLE BARRIER

COMPLETE SYSTEM

featuring the **MVB™ 3X**







- Each MVB3X unit is lightweight at 53lbs
- Easily connect units to close any street
- One person to assemble/dismantle
- Open/close a street in seconds
- Use as an operational gate
- No tools required & zero maintenance
- Custom trailer systems for storage & transportation of up to 10 lanes

PROTECT AGAINST

vehicle-barriers.com • info@vehicle-barriers.com • (800) 344-5577

TESTED & CERTIFIED

MVB™ 3X by MIFRAM

ASTM - F2656-15
Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft
Tested & Certified at
16,538 lbs. @ 31.06 mph
Penetration 62.3 ft.

IWA 14 -1:2013
Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 35.76 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 34.12 ft.
Tested & Certified at
15,876 lbs. @ 30 mph
Penetration 58.4 ft.

PAS 68:2013
Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 29.53 ft.
Tested & Certified at
16,538 lbs. @ 30 mph
Penetration 58.4 ft.

~667 KJ Energy Absorption
Absorption
Equal to 89 Concrete blocks of 1M³ [2.4 Ton - 5,292 lbs.]
Movement for 1 M Distance
16,538 lbs. @ 31 mph

20 UNIT / 2.5 LANES



48 UNIT / UP TO 6 LANES



60 UNIT / UP TO 8 LANES



72 UNIT / UP TO 10 LANES



AST trailers are made in the United States and comply with US DOT regulations. Each trailer is specially designed to safely store and transport the MVB3X system inventory. Built with ease of use in mind, every complete system includes the specific number of MVB3X barriers, appropriate size trailer and the accessories to meet your operational requirements.


Lockers for fixed storage



Banners for public information


Sequential lighting

AST ADVANCED SECURITY TECHNOLOGIES

vehicle-barriers.com • info@vehicle-barriers.com • (800) 344-5577

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-106 - Construction Agreement with Blevins Asphalt Construction Company Inc. for the Mill and Overlay 2025 project.

MEETING DATE
March 3, 2025

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2025 - 106 Ordinance; Bid Summary, Construction Agreement, Location Maps

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Blevins Asphalt Construction Company Inc. for the milling and overlaying of streets in the amount of Four Million, Three Hundred Eighty-Two Thousand, Two Hundred Sixty-Seven and 78/100 Dollars, ($4,382,267.78) for the construction of the Mill and Overlay 2025 project.

BACKGROUND
City staff annually evaluates the pavement conditions of the city street system using the Pavement Surface Evaluation and Rating (PASER) system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity, and ride quality. Streets or parking lots may be added or deleted from this list. Street resurfacing consists of a 2-inch average milling and asphalt overlay. The yearly overlay was not bid out last year to allow utility work to be performed in the overlay zones. Therefore, this bid contains two resurfacing zones. In addition, resurfacing of tennis courts at the athletic complex were added and funded by the Parks and Stormwater Sales Tax.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on February 20, 2025. Blevins Asphalt Construction Company Inc. was the low bidder. The bid was below the engineer's estimate. Blevins Asphalt Construction Company Inc. will be awarded the Base Bid and both Alternates. City staff will provide construction inspection services.

FUNDING SOURCE
This is partially included in the FY 2025 Budget in the Transportation Sales Tax, Capital Improvement Sales Tax, and Parks and Stormwater Sales Tax Funds. This item also includes a budget amendment to the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading

COUNCIL BILL NO. 2025-106 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78) for the Mill and Overlay 2025 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 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78), a true and accurate copy of said agreement being attached hereto and incorporated herein, 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 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Nine Hundred Seven Thousand Four Hundred Sixty-Eight Dollars and No Cents ($907,468.00).

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

Section 5. That this Council Bill shall have an effective date of March 18, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: Mill and Overlay 2025

DATE OF BID OPENING: February 20, 2025

CONTRACTOR	BID
APAC – Total Bid	$4,876,855.38
Blevins Asphalt – Total Bid	**$4,382,267.78**
Emery Sapp and Sons – Total Bid	$6,314,955.00
Engineer's Estimate – Total Bid	$4,998,334.50
APAC – Base Bid	$3,711,851.45
Blevins Asphalt – Base Bid	$3,367,167.65
Emery Sapp and Sons – Base Bid	$4,783,913.30
Engineer's Estimate –Base Bid	$3,803,070.00
APAC – Alternate 1	$500,448.76
Blevins Asphalt – Alternate 1	$435,763.83
Emery Sapp and Sons – Alternate 1	$633,243.70
Engineer's Estimate – Alternate 1	$515,794.50
APAC – Alternate 2	$664,555.17
Blevins Asphalt – Alternate 2	$579,336.30
Emery Sapp and Sons – Alternate 2	$897,798.00
Engineer's Estimate – Alternate 2	$679,470.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND BLEVINS ASPHALT CONSTRUCTION COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Blevins Asphalt Construction Company Inc. Address: P.O. Box 230 Mt. Vernon, MO 65712	
Attention: Dakota Rusk		Attention: Jeran Cordova	
Department: Public Works – Engineering		Phone: (417) 466-3758	Fax: (417) 466-7914
Phone: 417.624.0820	Fax: 417.624.4620	Project: Mill and Overlay 2025	

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:

Mill and Overlay 2025

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by July 31, 2025, with a notice to proceed that shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. 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.

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 always maintain adequate insurance coverage 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, 2025, 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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. 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 Four Million, Three Hundred Eighty-Two Thousand, Two Hundred Sixty-Seven and 78/100 Dollars, ($4,382,267.78) 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. 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. 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. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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. 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, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $2500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $500.00 for every day in excess of 3 calendar days between milling and paving, 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.

9. 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.

10. 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 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.

11. Termination for Convenience of City. The City shall have the right at any time by 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.

12. 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.

13. 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.

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.

14. 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.

15. 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.

16. 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. 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 Four Million, Three Hundred Eighty-Two Thousand, Two Hundred Sixty-Seven and 78/100 Dollars, ($4,382,267.78), said amount being subject to any approved addenda or change order.

17. 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.

18. 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.

19. Assignment. 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.

20. Nondiscrimination. 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.

21. Nonresident/Foreign Contractors. Contractor shall procure and maintain during the life of this contract:

a. If Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. 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.

23. Records and Audits. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. 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.

25. Interest of Contractor and Employees. 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.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City 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.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, 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.

28. 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.

29. City Benefits. 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.

30. Occupational License: 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.

31. 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.

32. 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.

33. 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.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. 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.

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 therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

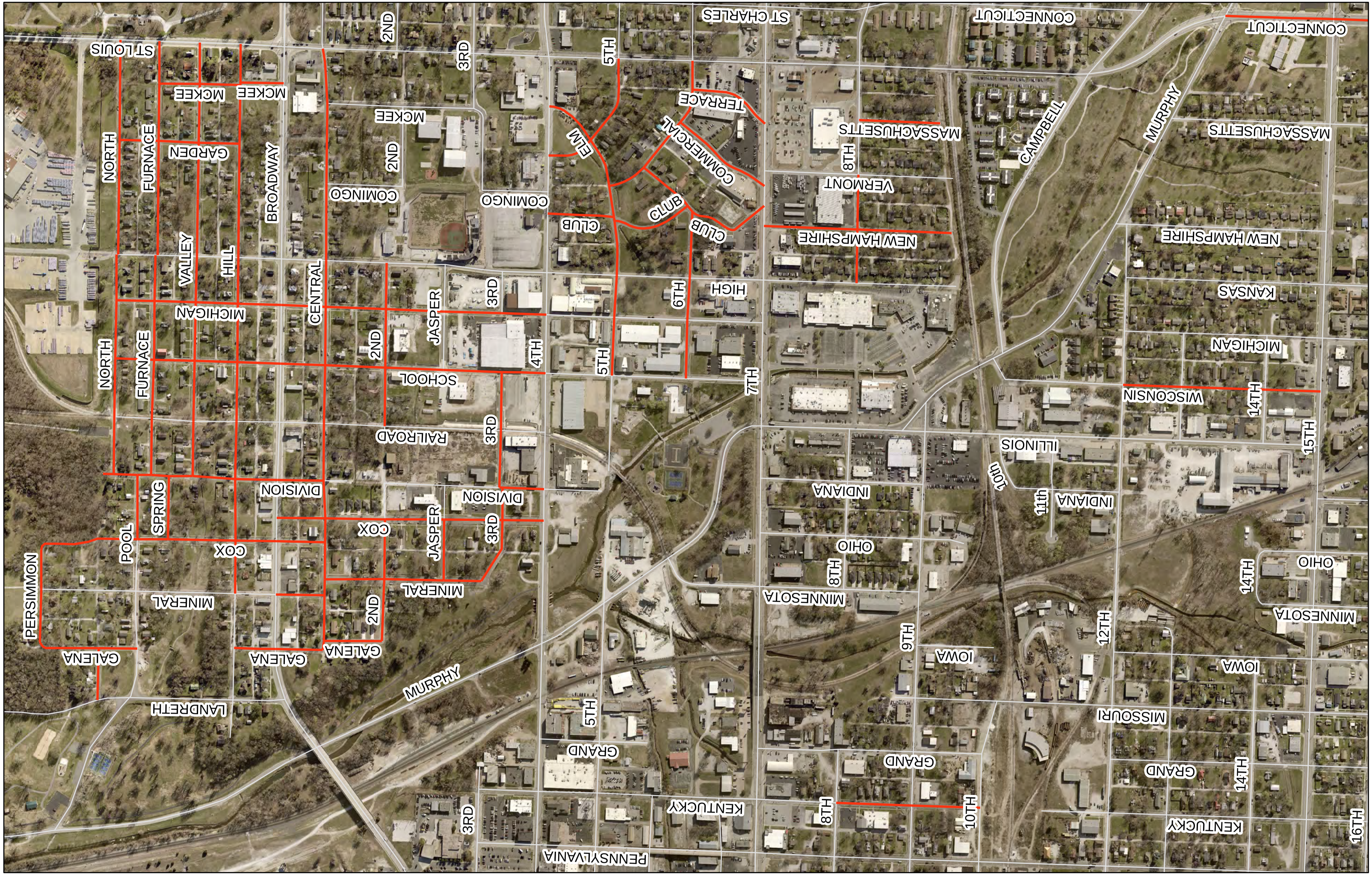
By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

_____
Daniel Johnson, P.E., Public Works Director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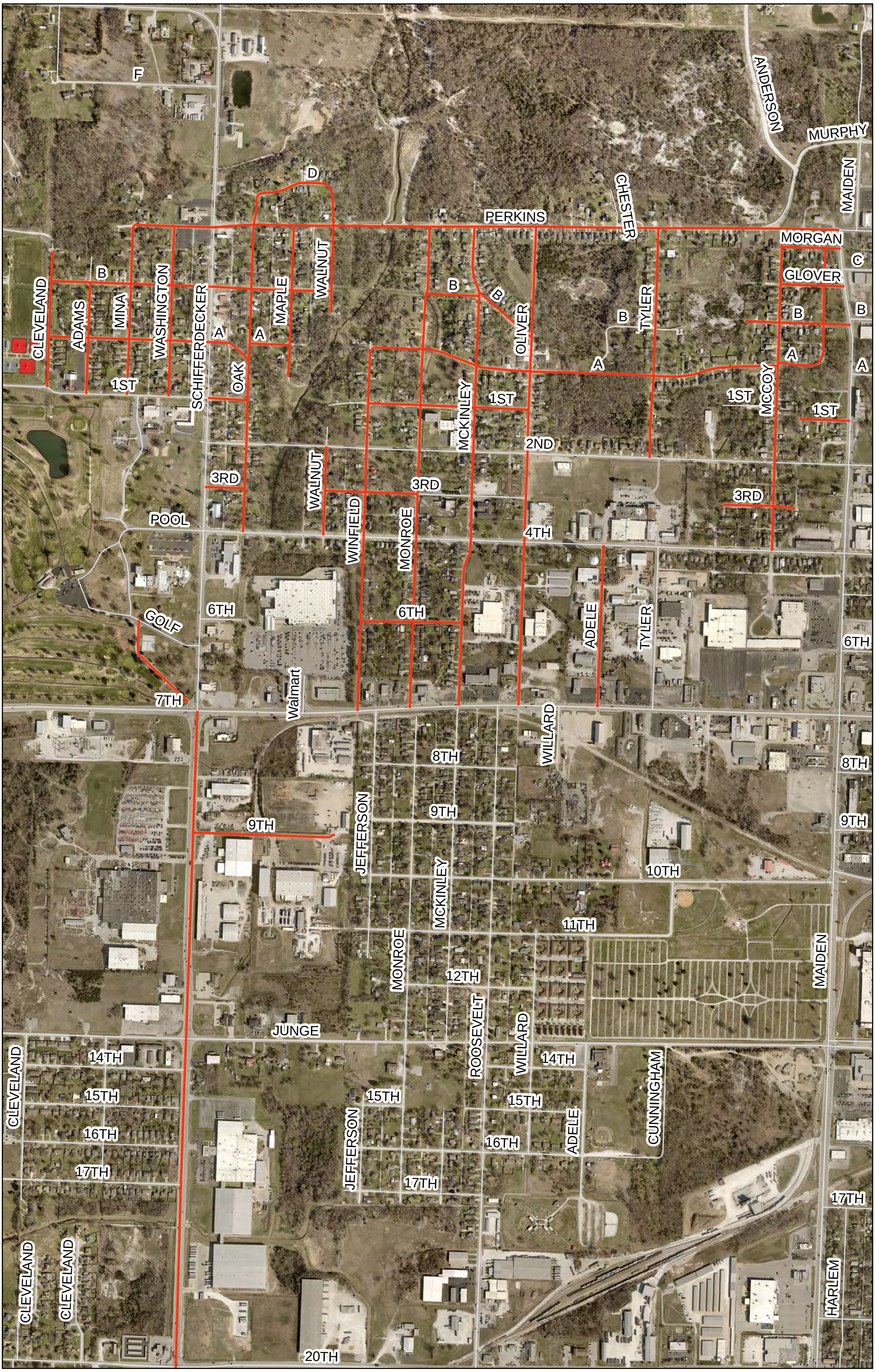
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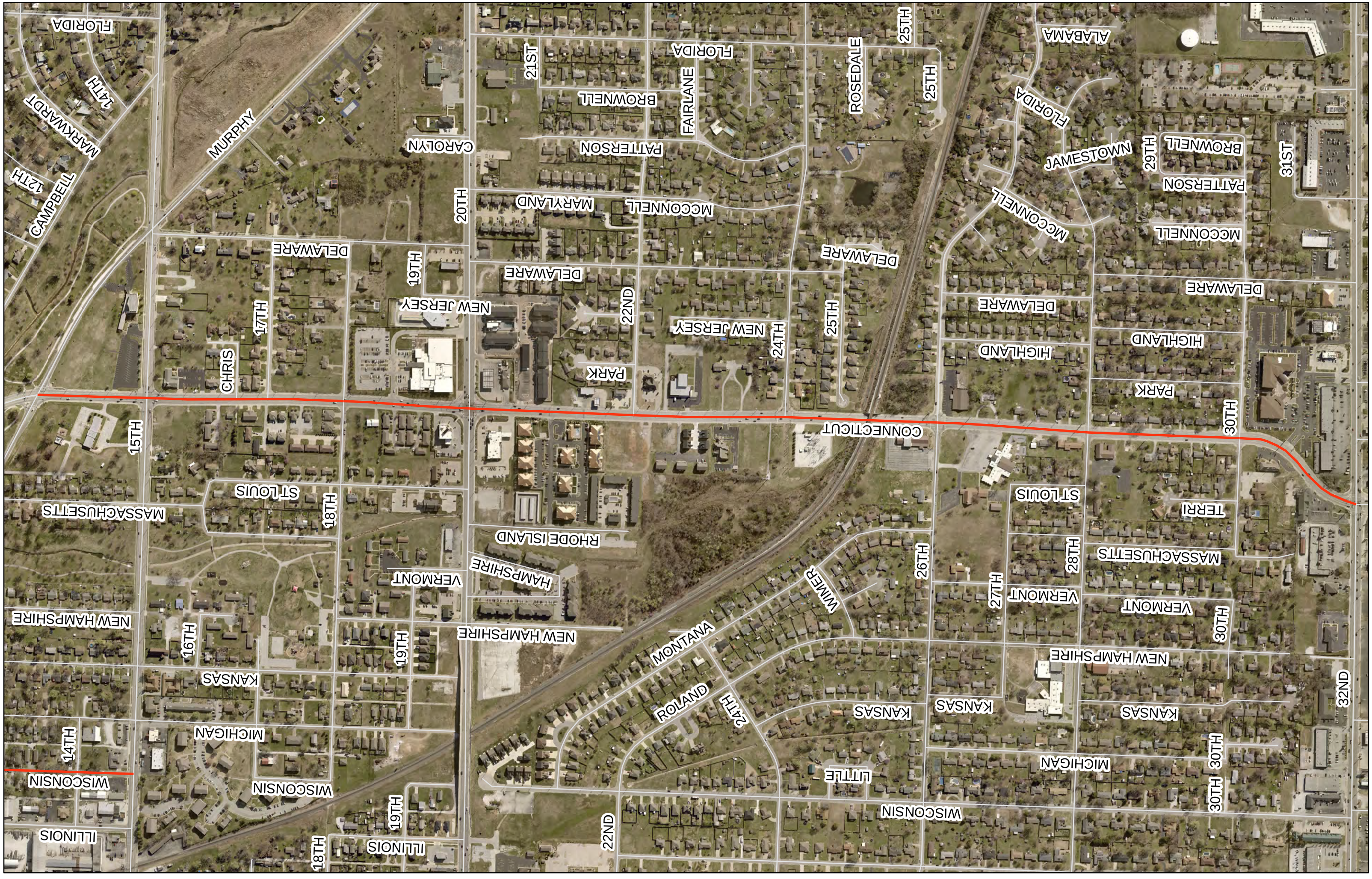
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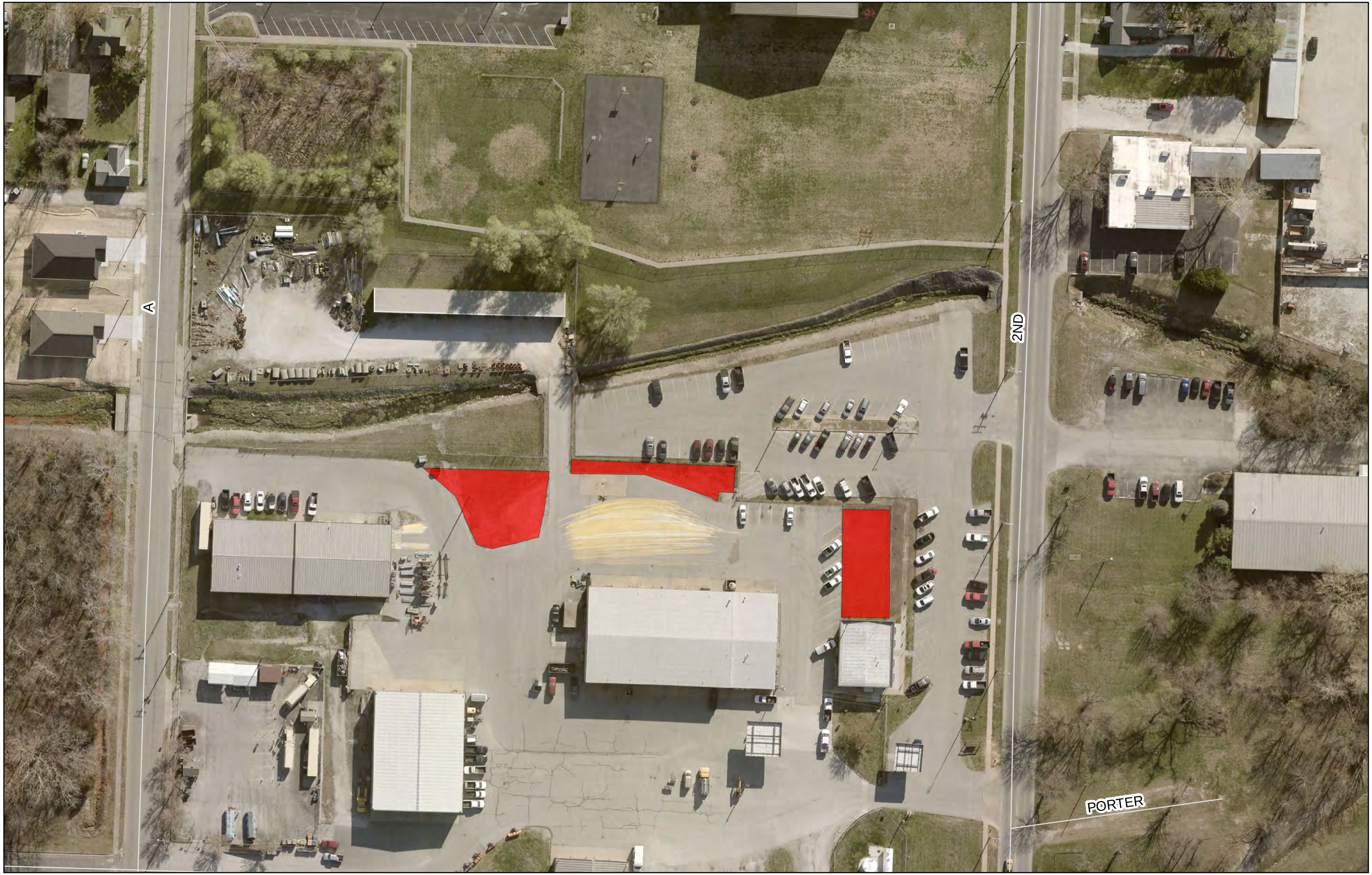
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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-110 Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project.

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-110; Work Authorization OWN-OC-025-001 20th St. Widening

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City to approve a work authorization with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive, and in the spring of 2023 the City reached an agreement with Jasper County to provide ARPA funds to extend the design of the project further to the west.

In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. One of the projects included in the program was providing additional funding to the 20th Street Widening project to construct the improvements further west, from Schifferdecker Avenue to Central City Road.

In March 2023, the City entered into an agreement with Allgeier Martin and Associates (AMA) for the design of the 20th Street Widening project, and in November 2024 the City entered into an agreement with Emery Sapp and Sons, Inc. for the construction of the project. Project utility relocations are underway, and construction is scheduled to begin in March 2025, with a contract completion date of September 30, 2026.

This work authorization includes costs for construction materials testing and inspection services for the project. City staff will provide project inspection services for the project, with AMA providing construction phase engineering services for the project.

OWN, Inc. was selected from the City's list of on-call consultants for this type or work. The fees submitted by OWN, Inc. for this work have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-110 ORDINANCE NO.

AN ORDINANCE approving Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, 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 with OWN, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvements Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of March 4, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-110

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OWN, Inc. Address: 811 East 3rd Street JOPLIN, MO 64801	
Attention: Rob Beachner		Attention: Joshua Oathout	
Department: Public Works - Engineering		Phone: 417-782-7899	Fax: 417-782-7898
Phone: 417.624.0820 ext:1543	Fax: 417.624.4620	Project: TC0612/TC0718 20th St. Widening, Schifferdecker to Central City – Materials Testing	

WORK AUTHORIZATION NUMBER __OWN-OC-025-001 20th St. Widening_____

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES __2025 On Call Engineering Services - Dated February 6, 2025_

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. **Services**. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to

disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OWN-OC-025-001 20th St. Widening exceed the sum of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 Dollars ($104,497.95).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer 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 Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question 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, Joplin, MO 64801; and

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, 2025, 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 Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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. Engineer 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 attorney's fees of Engineer, its employees, officers or agents. Engineer 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require 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.

f. Notice. Engineer and/or subcontractor shall furnish the City prior to beginning the work 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.

g. 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 Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer'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.

7. **All other terms and conditions of the original Agreement shall remain in effect.**

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

REVIEWED FOR APPROVAL

_____
Rob Beachner-Capital Improvement Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: **OWN, Inc.**

By: Joshua Oathout

Printed Name: JOSHUA OATHOUT

Title: OFFICE LEADER

Date: 2/7/2025

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

WeAreOWN.com

866.866.2741
info@weareown.com

CIVIL ENGINEERING LAND SURVEYING FIELD SERVICES

Project Proposal for

20th Street Improvements

20th Street, Schifferdecker Avenue to Central City Road

City of Joplin
Robert Beachner
602 S. Main Street
Joplin, MO, 64801

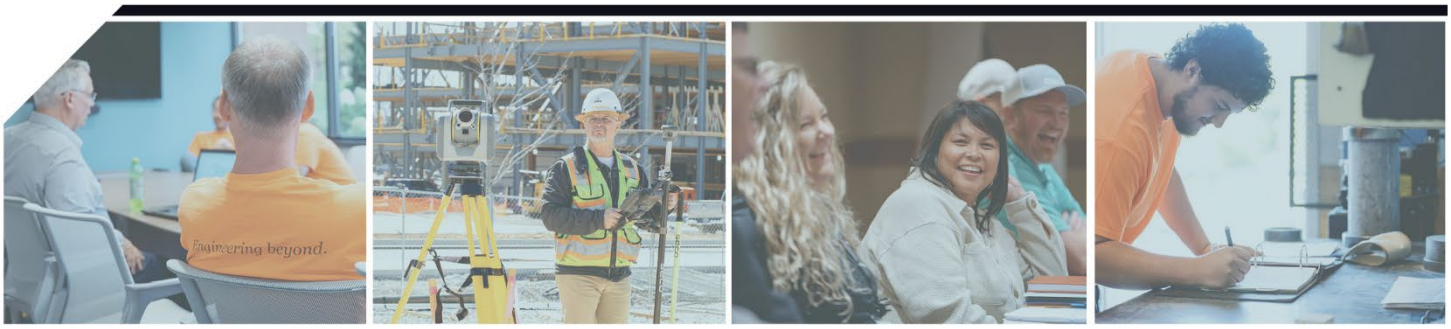
January 28th, 2025

Proposal # PJO32-25-0130

Prepared by OWN, Inc., 811 E. 3rd Street, Joplin, MO 64801

Engineering Beyond.

OWN, Inc. is a 100% employee-owned engineering firm. Our core offerings include **Civil Engineering, Land Surveying, and Field Services**. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're resolving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
- ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WASTEWATER
- WATER

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)
- LIDAR (MOBILE, TERRESTRIAL, DRONE)
- CONSTRUCTION SURVEYING
- GEOGRAPHIC INFO SYSTEMS (GIS)

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)

Scan here to explore the ways our employee-owners go beyond.

WeAreOwn.com
866.866.2741
info@weareown.com

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

January 28th, 2025

City of Joplin
Robert Beachner
602 S. Main Street
Joplin, MO, 64801

Re: OWN Proposal # PJO32-25-0130
20th Street Improvements
20th Street, Schifferdecker Ave. to Central City Rd.

Dear Robert Beachner,

OWN, Inc. appreciates the opportunity to provide City of Joplin ("Client") with a letter of agreement for materials testing and construction observation services for 20th Street Improvements ("Project"). We understand the project will be along W. 20th Street, Joplin, Missouri, and consists of widening as well as new improvements to 20th Street from Schifferdecker Avenue to Central City Road. Please find our proposed Scope of Services for this project outlined below.

OWN, Inc. (hereafter referred to as "OWN") agrees to provide its services in accordance with the applicable standards of care for projects of similar geographic location, quality and scope as defined in the included General Conditions. Services shall be completed pursuant to the terms of this Letter of Agreement and incorporated General Conditions (hereinafter referred to as the "Agreement").

SCOPE OF SERVICES

After reviewing the project plans, specifications, and the predicted schedule provided by Emery Sapp and Sons, we anticipate the following items of work and number of trips for the above-mentioned project:

MATERIALS TESTING AND CONSTRUCTION OBSERVATION SERVICES

ITEMS OF WORK (Field Observation)	UNITS	UNITS	PRICE PER UNIT	TOTAL COST
SITE WORK				
Compaction Testing of Fill and Backfill (Roadway Widening) (20 Trips)	hr	60	82.00	$4,920.00
Compaction Testing of Base Rock (Roadway Widening) (40 Trips)	hr	120	82.00	$9,840.00
Sample Pickup (1 Trips)	hr	2	82.00	$ 164.00
			SUBTOTAL	$14,924.00

CONCRETE				
Concrete Pavement, Truck Aprons (3 Trips)	hr	9	82.00	$ 738.00
Misc. Concrete (Sidewalks, Curbs, Driveways, Etc.) (130 Trips)	hr	390	82.00	$31,980.00
Cylinder Pick up (133 Trips)	hr	133	82.00	$10,906.00
			SUBTOTAL	$43,624.00

ASPHALT				
Field Density Testing (29 Trips)	hr	116	82.00	$9,512.00
Asphalt Sampling and Delivery (5 Trips)	hr	15	82.00	$1,230.00
			SUBTOTAL	$10,742.00

ITEMS OF WORK (Materials Testing and Reporting)	**UNITS**	**UNITS**	**PRICE PER UNIT**	**TOTAL COST**
Concrete Compression Test	cyl.	500	16.00	$8,000.00
Moisture-Density Relationship (Proctor)	ea	1	280.50	$ 280.50
Field Density (Compaction Test)	ea	300	17.50	$5,250.00
Atterberg Limits (Soil)	ea	1	89.50	$ 89.50
Asphalt Extraction & gradation	ea	5	248.00	$ 1,240.00
Grain Size	ea	5	122.50	$ 612.50
Clerical	ea	20	75.00	$1,500.00
Support Vehicle Mileage ($0.97 per mile)	trip	361	10 0.97	$3,501.70
Lab Manager (Reporting & Supervision)	hr	80	140.00	$11,200.00
			SUBTOTAL	$31,674.20

Estimated Subtotal = $100,964.2

Estimated Subtotal (Adjusted for 2026 rates) = $104,497.95

The above estimated subtotal is based on OWN's current 2025 Fee Schedule. Typical cost increases per calendar year are expected not to exceed 7%. Charges for our services would be made on a unit price basis in accordance with the appropriate years FEE SCHEDULE for the items anticipated on this project. Field Services Prior to 7:00 am and or after 5:00 pm will be assessed at an overtime rate and are currently not included in the cost.

Reimbursable Expenses

The Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for city submittal fees, city review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions

OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

- Our proposal is based on an on-call basis and not full-time on-site observation. Any of the activities itemized in the scope of services above that are deemed unnecessary by the architect, engineer, or owner may reduce the total cost. Actual fees will be based on the number of units requested.
- This estimate is for construction testing and observation services only. Special inspections can be provided upon request.
- The above trips and technician's hours are estimated based on an assumed contractor's construction schedule. The contractor should contact us if modifications to this estimate are necessary based on the anticipated schedule.
- A set of concrete tests will include a set of 5 concrete test cylinders, a slump test, a temperature test, and an air content test when required; 4"x 8" cylinders will be used.
- This estimate assumes that conditions found during construction of this phase are consistent with the project plans. Extra work required by unforeseen conditions not included above.
- Compaction Tests are to be conducted at a rate of 1 Test per 2,500 square feet of building area and 1 per 5,000 square feet of parking area per lift (minimum of 3 per lift).
- Should asphalt cores be needed, the asphalt contractor should cut the cores and backfill the holes with compacted hot-mix asphalt. The cores shall be provided to OWN for measurement and testing.

Additional Service Items

There are many additional, related services that OWN could perform, but this proposal is limited in nature, and this proposal does not include any design services, geotechnical exploration, land surveying, or any other service not expressly listed above. Should Client request work not specifically described and included in this Agreement, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

This proposal is based on an estimated number of trips and testing frequency that are consistent with the standard of care in the area. Retesting and additional services will be billed according to our current fee schedule. This estimate does not include full time special inspection as required by the 2018 IBC.

Overtime, considered to be work over 8 hours per day, work between 6PM and 6AM outside of regular working hours, or Saturdays, Sundays, and Holiday work, will be charged at 1.5 times the hourly rate.

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

COMPENSATION

Compensation for OWN's services shall be hourly services in accordance with the current OWN, Inc. fee schedule attached hereto. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly, and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control. We ask that we receive a minimum of 24-hours' notice prior to any required observations.

TERMS AND CONDITIONS

1. General Conditions and our Fee Schedule (if hourly) are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.

2. Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF $25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing.

Thank you for the opportunity to provide professional services for this project, we look forward to working together. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.

Jesse Thomas
Materials Testing Department Manager

Joshua Oathout
Office Leader

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

City of Joplin

Signature: _____

Name: _____

Title: _____

Date: _____

Client Representative (if different from above): _____

Client Accounts Payable Information

AP Contact Name: _____ AP Contact Phone Number: _____

AP Email Address: _____

GENERAL CONDITIONS
TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF $25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the Project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any Project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to waive indemnify the OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other Project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub- consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN

shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the Project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

10. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a Project budget, which shall include a contingency to cover additional services as may be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

11. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

12. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses (including but not limited reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

13. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

14. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

15. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

16. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any third-party.

17. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

18. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.

OWN, Inc. Fee Schedule

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THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

OWN, INC., BY _____ EFFECTIVE: 01/01/2025 THRU 12/31/2025

Jerrod Hogan, PLS, C.E.O.

BASIC CHARGES

PERSONNEL (HOURLY RATES):

SENIOR PROJECT MANAGER	$247 - $260
PROJECT MANAGER	$225 - $235
SENIOR PROJECT ENGINEER	$234 - $251
PROJECT ENGINEER	$177 - $213
SENIOR CIVIL ENGINEER	$202 - $246
CIVIL ENGINEER	$126 - $184
SENIOR CIVIL DESIGNER	$185 - $203
CIVIL DESIGNER	$103 - $168
SENIOR CIVIL CAD TECHNICIAN	$167 - $184
CIVIL CAD TECHNICIAN	$93 - $152
CIVIL TECHNICIAN	$103 - $141
SENIOR STRUCTURAL ENGINEER	$198 - $243
STRUCTURAL ENGINEER	$141 - $185
SENIOR BRIDGE ENGINEER	$198 - $243
BRIDGE ENGINEER	$141 - $185
SENIOR STRUCTURAL DESIGNER	$179 - $197
STRUCTURAL DESIGNER	$121 - $163
STRUCTURAL TECHNICIAN	$108 - $156
BRIDGE TECHNICIAN	$108 - $156
SENIOR GEOTECHNICAL ENGINEER	$194 - $240
GEOTECHNICAL ENGINEER	$141 - $174
SENIOR PROJECT GEOLOGIST	$172 - $193
PROJECT GEOLOGIST	$136 - $159
INTERN	$92 - $111
SENIOR ENVIRONMENTAL SPECIALIST	$174 - $195
ENVIRONMENTAL SPECIALIST	$138 - $162
DRILLING TECHNICIAN	$68 - $114
PROJECT INSPECTOR	$101 - $183
CMT TECHNICIAN I - V	$68 - $107
CMT SPECIALIST I - III	$118 - $152
PROJECT SURVEYOR	$174 - $195
ASSOCIATE SURVEYOR	$114 - $147
SENIOR SURVEY CAD TECHNICIAN	$135 - $152
SURVEY CAD TECHNICIAN	$93 - $119
SURVEY CREW CHIEF	$103 - $149
SURVEY TECHNICIAN	$78 - $127
ONE PERSON SURVEY CREW	$165 - $186
TWO PERSON SURVEY CREW	$210 - $228
THREE PERSON SURVEY CREW	$278 - $292
FOUR PERSON SURVEY CREW	$347 - $368
SENIOR GIS TECHNICIAN	$172 - $193
GIS TECHNICIAN	$119 - $152
OFFICE LEADER	$261 - $276
DEPARTMENT MANAGER	$209 - $262
CLIENT MANAGER	$172 - $180
SENIOR PROJECT COORDINATOR	$150 - $172
PROJECT COORDINATOR	$86 - $133
ASSISTANT CLIENT MANAGER	$135 - $147

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.97	/MILE
VEHICLE (SUBURBAN & 1 TON)	$1.05	/MILE
WATER TRUCK PER DAY +	$107	/DAY
WATER TRUCK PER MILE	$1.02	/MILE
LIDAR SCANNER MOBILIZATION	$860	/DAY
MOBILE LIDAR MOBILIZATION $5,000 MINIMUM	$1,070	/DAY
DOWN HILL CAMERA	$114	/UNIT
GPS	$400	/DAY
ROBOTIC TOTAL STATION	$400	/DAY
DRONE MOBILIZATION	$600	/DAY
COPIES	$0.21	EACH
PRINTING PLANS	$0.75	/SF + TECH TIME
MYLAR PRINTS	$1.61	/SF + TECH TIME

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK OR OUTSIDE OF NORMAL HOURS 7:00AM-5:00PM)

1.5 TIMES THE HOURLY RATE.

HOURLY RATES:

APPLY TO MEETINGS AND TRAVEL TIME

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

MININUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP.

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES +	$17.50	/EACH
CONE PENETROMETER	BASIC CHARGES +	$22.50	/EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES +	$367.00	/EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES +	$36.50	/EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES +	$146.50	/DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES +	$64.50	/DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES +	$292.50	/DAY

LABORATORY TEST CHARGES:

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$197.50
L.A. ABRASION, LARGE AGG. (C535)	$241.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	$332.50
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	$463.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	$655.00
SIEVE ANALYSIS, DRY AGG. (C136)	$81.00
SIEVE ANALYSIS (C117)	$99.00
SIEVE ANALYSIS (C117, C136)	$122.50
SPECIFIC GRAVITY, FINE AGG. (C128)	$89.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	$89.50
LIGHTWEIGHT PIECES IN AGG. (C123)	$139.00
ORGANIC IMPURITIES (C40)	$81.00
FLAT & ELONGATED PIECES (D4791)	$122.50
DELETERIOUS MATLS (MODOT TM71)	$107.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$132.00
DRY RODDED UNIT WEIGHT (C29)	$57.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH 4" BLOCK	$40.00
COMPRESSIVE STRENGTH 6" BLOCK	$50.00
COMPRESSIVE STRENGTH 8" BLOCK	$68.50
COMPRESSIVE STRENGTH 12" BLOCK	$114.00
COMPRESSIVE STRENGTH MORT/GR CUBE	$18.50
GROUT PRISM	$18.50
MORTAR CYLINDER (2" X 4")	$18.50
ABSORPTION, MASONRY BLOCK	$66.50
LINEAR SHRINKAGE (SET OF 3)	$496.50

BITUMINOUS TESTING	
ASPHALT CONTENT	$148.50
ASPHALT CONTENT & AGG. GRADATION	$248.00
SIEVE ANALYSIS EXTRACTION	$122.50
MARSHALL TEST, FIELD - 3 PUCKS	$122.50
MARSHALL TEST, LAB - 3 PUCKS	$181.50
RETAINED STABILITY	$280.50
ASPHALT CORE DENSITY, EACH	$40.00
THEORETICAL MAX. DENSITY	$197.50

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$65.75
THICKNESS (AASHTO T148/ASTM C174)	$37.25

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$89.50
ATTERBERG LIMITS - CH (D4318)	$130.50
SWELL TEST, 1/16 TSF (D4546)	$241.00
SWELL PRESSURE (D4546)	$455.50
SHRINKAGE LIMIT (D4643)	$89.50
MOISTURE CONTENT (2216)	$10.00
SIEVE + HYDROMETER	$223.00
HYDROMETER ONLY (D422)	$122.50
USCS CLASSIFICATION	$41.50
PERCENT PASSING #200	$66.50
SPECIFIC GRAVITY (D845)	$114.00
UNCONFINED COMPRESSION	$79.00
UNCONFINED/TRIAXIAL, REMOLDED	$122.50
TRIAXIAL TEST, PP, CU w/PP /POINT	$624.00
ORGANIC MATTER (D2974-C)	$81.00
PENETROMETER	$7.50
SAMPLE PREP, PER HOUR	$79.00
SHELBY TUBE DENSITY	$50.00
RESISTIVITY, 1 POINT	$96.00
RESISTIVITY, MINIMUM	$110.00
Ph TEST	$81.00
CONSOLIDATION TEST, TO 8 TSF	$629.00
CONSOLIDATION TEST, >8 TSF 1 POINT	$81.00
CALIFORNIA BEARING RATIO, LAB, /PNT	$187.00
PERMEABILITY, FALLING HEAD 4" MOLD	$593.50
PERMEABILITY, FLEXIBLE WALL	$686.50
PERMEABILITY CONSTANT HEAD	$593.50
PERMEABILITY, FALLING HEAD UNDISTURBED	$717.50

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	$237.50
STD. PROCTOR (D698), MTH. C	$280.50
STD. PROCTOR (D698), 1 POINT	$83.00
MOD. PROCTOR (D1557), MTH. A & B	$290.50
MOD. PROCTOR (D1557), MTH. C	$392.00
MOD. PROCTOR (D1557), 1 POINT	$92.00
RELATIVE DENSITY	$594.50

CONCRETE TESTING	
6" X 12" CYLINDER, TESTED AND MOLD	$22.00
4" X 8" CYLINDER, TESTED AND MOLD	$16.00
SAW CONCRETE CYLINDER	$37.00
BEAM FLEXURAL STRENGTH	$52.00
CONCRETE BEAM, NOT TESTEED	$29.50
SAMPLE PREP, CLIENT MADE (5 CYLS.)	$42.50

DRILLING SERVICES CHARGES:

	BASIC CHARGES
ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	
MILEAGE - CME 75 RIGS ($100 MINIMUM)	$3.00 /MILE
MILEAGE - CME 550 RIGS ($150 MINIMUM)	$3.00 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	$278.50 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	$325.50 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	$325.50 /HOUR
CORE BIT CHARGE	$9.25 /FOOT
ROCK CORE SET UP	$114.50 /BORING
DECONTAMINATION EQUIPMENT	$221.00 /DAY
GROUT MACHINE	$368.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	$17.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	$472.50 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	$315.00 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	$119.00 /DAY
RESISTIVITY, FIELD TESETING, EQUIPMENT	$382.50 /DAY
MINIMUM DRILLING CHARGE	$1,732.00 /DAY

DRILLING ITEM:	DEPTH:				
	0' TO 20'	20' TO 40'	40' TO 60'	60' TO 100'	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	$12.15	$13.60	$15.00	$16.85	-
SOIL OVERBURDEN, 6 IN. HS AUGER	$14.65	$16.85	$18.20	$20.35	-
SOIL OVERBURDEN, 8 IN. HS AUGER	$14.65	$18.20	$22.15	$25.85	-
SOIL OVERBURDEN, 10 IN. HS AUGER	$16.85	$25.85	-	-	-
SOIL OVERBURDEN, 12 IN. HS AUGER	$20.35	$25.85	-	-	-
ROCK PENETRATION	$45.40	$50.75	$54.05	$62.90	$92.65
NQ CORING	$59.05	$62.90	$70.90	$81.60	-
STANDARD PENETRATION TEST	$33.55	$41.80	$51.20	$59.05	-
3IN. SHELBY TUBES	$41.80	$51.20	$59.05	$67.95	-

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-111
An Agreement for City Facility Solid Waste Collection Services

MEETING DATE
March 3rd, 2025

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2025-111 Ordinance; Agreement, GFL Environmental Inc Proposal Submittal; Bid Summary and Cost Analysis

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an agreement between the City of Joplin and WCA of Missouri LLC

BACKGROUND
This Council Bill approves an agreement with GFL Environmental Inc for solid waste collection and disposal services at city owned properties and facilities. In addition to providing service to city facilities, the agreement also includes providing and servicing roll-off containers at future locations around the city to be utilized during various cleanup projects. This is a three-year agreement starting April 1, 2025 and ending March 31, 2028. The agreement can be extended for one additional year if both parties agree. Either party shall be able to cancel the contract with 60 days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement. The City reserves the right to change the frequency of hauling, add containers, and/or change container sizes throughout the contract period.
In accordance with the City of Joplin's procurement policies, a request for proposal was advertised in the Joplin Globe on January 17, 2025. A total of two proposals were received by the City on February 20, 2025. Upon review the selection committee confirmed GFL Environmental Inc as the proposer who meets the specifications and all other requirements detailed in the request for proposal.

FUNDING SOURCE
All city funding sources using services

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2025-111 ORDINANCE NO.

AN ORDINANCE approving an agreement with GFL Environmental Inc to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

WHEREAS, since April 1, 2021 the City of Joplin has managed City Facility Solid Waste Collection Services through an exclusive agreement and said agreement expires on March 31, 2025.

WHEREAS, the City of Joplin accepted two competitive, sealed Proposals (RFP-100-2025) on February 20, 2025 for City Facility Solid Waste Collection Services.

NOW, THEREFORE, 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 GFL Environmental Inc, a true and accurate copy of said agreement being attached hereto; 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 by and on behalf of the City of Joplin.

Section 3. That the Fiscal Year 2024-2025 budget reflects an appropriation for "sanitation charges" for each department utilizing these services.

Section 4. That upon its passage this Council Bill shall have an effective date of March 18, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2025-111

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount of funding is available in each department budget utilizing the City Facility Solid Waste Collection Services called for in the referenced agreement.

_____
Leslie Haase, Director of Finance

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri
602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY
GFL Environmental Inc
2211 W. Bennett St.
Springfield, MO 65807
417-623-6620

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main (64801), Joplin, Missouri and _____ hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request for Proposal **City Facility Solid Waste Collection Services RFP: #100-2025** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated February 18, 2025 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Company and the Company agrees to perform, in strict accordance with contract documents.

2. The services of the Company shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Company in Exhibit B. The term of the Agreement shall be for the period specified in the contract documents.

3. The City agrees to pay the Company in accordance with the prices and terms set forth in the contract documents and for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Company.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Company without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Company shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Company represents that Company will secure at Company's own expense, all personnel required to perform the services called for under this contract by Company. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Company. All of the services required hereunder will be performed by the Company or under Company's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Company shall fail to fulfill in timely and proper manner Company's obligations under this contract, or if the Company shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Company of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 days' prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Company shall, at the option of the City become its property.** The Company shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Company.

8. **Assignment:** The Company 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 Company 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. 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, though City will attempt to so notify any such assignee.

9. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Company without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Company and processed through the City. Upon request by the City, the Company shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Company shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over

all other documents, and the Request for Proposal and amendments thereto shall govern over the Company's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Company's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Company is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **Substitutions:** The Company agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **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 Contributions 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 is has a full opportunity to find other business, that is 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.

15. The Company shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Companies:** If the Company is a foreign corporation or non-resident Company, it is agreed that the Company shall procure and maintain during the life of this contract:

    A. 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 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **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.

18. **Covenants:** Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Company further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Company's Responsibility for Subcontractors**: It is further agreed that Company 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. Company shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Company by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Company the same power regarding termination of any subcontract as the City may exercise over Company under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. **Insurance:** Without limiting any of the other obligations or liabilities of the Company, the Company 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 Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Company. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

All policies except for the professional liability policy 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, 2025, 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 Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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. Company 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 attorney's fees of Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Company shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Company 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.

e. Notice. The Company and/or subcontractor shall furnish the City prior to beginning the work 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.

f. 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 Company, upon 10 days written notice, to execute a contract addendum whereby the Company agrees to provide, at a price not exceeding Company'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.

21. **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 there under (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.

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.

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.

22. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

24. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

26. **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.

27. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson
Director of Public Works

COMPANY

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One ___yes _____no

CERTIFICATE OF DIRECTOR OF FINANCE:
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney





GFL Environmental Inc

John Burke, Area Sales Manager

2211 W. Bennett St.

Springfield, MO 65807

417-623-6620

City Facilities Solid Waste Collection Service RFP: 100-2025

February 18, 2025

Title Page

City Facilities Solid Waste Collection Services RFP: #100-2025

Waste Industries LLC dba GFL Environmental Inc

EIN 560954929

2211 W. Bennett St.

Springfield, MO 65807

Contact:

John Burke, Area Sales Manager

417-623-6620

johnburke@gflenv.com

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CITY OF JOPLIN
ADDENDUM NUMBER 1

Issued to all Bid Document Holders of Record.

Date: 2/3/2025

Project Name: CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #100-2025

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) **The date and time of the MANDATORY pre-proposal meeting is changing as follows: The MANDATORY pre-proposal meeting will now be February 6, at 10:00 am, in the 5th floor study of City Hall, 602 S. Main, Joplin, Missouri.**

Daniel Johnson, PE
Director of Public Works

2-3-25
Date

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: GFL Environmental

Signed By: Ashlee Wheeler

Date: 2/6/25

February 18, 2024

City of Joplin
Daniel P. Johnson P.E.
602 S. Main St. 4th Floor
Joplin, MO 64801

RE: RFP 100-2025: City Facility Solid Waste Collection Services

Mr. Johnson:

Thank you for offering GFL Environmental Inc. the opportunity to provide a bid for RFP 100-2025, City Facility solid Waste Collectoin Services.

As the City of Joplin's incumbent solid waste contractor for municipal facilities, GFL offers the expertise and familiarity needed to provide a high level of service. Additionally, GFL has the required equipment and containers already in place, and the drivers who service those containers are familiar with the nuances of each location.

As you are aware, GFL owns and operates the solid waste transfer station and the regional landfill that are used to accommodate the City of Joplin's waste disposal needs.

GFL staff has reviewed the RFP documents and will abide by all the terms, conditions and requirements therein, including the demand d for firm and fixed pricing during the term of the contract.

Thank you for accepting this proposal from GFL. Enclosed are the required documents requested by the Request For Proposals. After reviewing our bid, we are confident that you will agree GFL's proposal provides significant value and offers the experience and qualifications to be the preferred solid waste partner for the City of Joplin.

John Burke
GFL Sales Manager
johnburke@gflenv.com

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #100- 2025

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of city facility solid waste collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: **3:00 P.M., CDST, Tuesday, February 18, 2025**

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: Daniel Johnson P.E. **Email:** djohnso1@joplinmo.org

Phone: 417-624-0820, ext. 1500 **Fax:** 417-625-4738

The complete Request for Proposal document can be secured by contacting the owner representative listed above or by visiting the city website at https://www.joplinmo.org/ .

A MANDATORY pre-proposal meeting shall be held on January 28, 2025 at 3:00 PM CDST in the 5th floor study of City Hall, 602 S. Main, Joplin, Missouri.

Proposals will be received by the City of Joplin at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Proponent's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Proponents are strongly encouraged to carefully read the entire Request for Proposal.

January 18, 2025 Issue Date

CITY OF JOPLIN, MISSOURI

STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Firm fixed prices shall be bid and include all labor, equipment, materials, and resources to provide the services desired by the City.

C. Unless otherwise indicated proposals may be held for one hundred twenty (120) days from proposal opening for the purpose of reviewing results and investigating qualifications of the Proponents prior to making an award. The City reserves the right to waive irregularities and accept or reject any or all proposals submitted.

2. MANDATORY PRE-PROPOSAL CONFERENCE

A. A **mandatory** pre-proposal meeting is scheduled for **3:00 PM, CDST, January 28, 2025, in the 5th floor City Council Study of Joplin City Hall located at 602 S. Main, Joplin, Missouri**. All Proponents interested in submitting a proposal **MUST** attend the pre-proposal conference. Proposals received from Proponents who have not had a representative register on the attendance list at the pre-proposal conference will not be considered.

3. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the City of Joplin Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit (Bid Bond); and (6) be delivered to the City of Joplin and officially logged in no later than the exact time and date specified on the Request For Proposal. Proposals submitted after the time specified will not be opened and returned to the Respondent.

B. Proposals shall be delivered or mailed to:

City of Joplin
602 S. Main
Joplin, MO 64801
Attn: Director of Public Works

C. The sealed envelope or container containing all required copies of the proposal should be clearly marked on the outside of the envelope with the following information:

Name of Proposer: GFL Environmental, LLC
Contact Person: John Burke
Address of Proposer: 2211 W. Bennett St. Springfield MO 65807
Telephone Number of Proposer: John Burke
Email Contact: johnburke@gflenv.com
"City Facilities Solid Waste Collection Services RFP: #100-2025"

D. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

4. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

5. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, email, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

6. **AWARDS**

A. As the best interest of the City may require, the right is reserved to make the award; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

B. Award will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the best proposal considering price, responsibility of the Proposer, and all other relevant factors in the criteria for award.

C. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

7. OPEN COMPETITION

A. It is the intent and purpose of the City of Joplin that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the City of Joplin if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received in writing by the City of Joplin at least ten (10) days prior to the Request for Proposal closing date and time. The Proposer may submit a written notification after the proposal closing provided sufficient time is permitted for a thorough review by the City of Joplin and its decision will be final.

8. BID PROTESTS

A. Any actual or prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of bids or the award of a contract, may protest to the Director of Finance of the City of Joplin. The protester shall present, in writing, the basis upon which the solicitation or award is contested, and, such protest must be presented within ten (10) calendar days after the bid opening. Compliance with this bid protest procedure shall be a condition precedent to any legal action.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS

A. **PROPOSAL SECURITY AND EVIDENCE OF INSURANCE:**
As a security, each Proposal must be accompanied by a Bid Bond by a recognized Surety Company similar to a U.S. Government Standard Form Bid Bond or a certified check of the Proponent, drawn on a responsible bank, in the amount equal to Ten Thousand ($10,000.00) Dollars. Said security is subject to forfeiture to the City in the event the successful Proponent fails to enter into an acceptable agreement to do the work within the terms specified in the Proposal.

B. **INSURANCE:** The successful Proponent shall at all time during the term of the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work hereunder. The successful Proponent agrees to furnish the City with certificates of insurance satisfactory to the City, and 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).

B.1 The successful Proponent (and any sub-contractor(s) thereto) shall provide a new certificate, by no later than January 30 of each succeeding year to reflect the requirements of the Missouri Register pursuant to Section 537.610, RSMo.

C. **EFFECTIVE DATE AND TERM:** The contract resulting from this RFP shall be effective upon the execution of the Contract, and performances of such Contract shall begin April 1, 2025. The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide cost proposals for a three (3) year contract with the option of extending the contract for an additional year extension that provides the City with the best overall responsive, responsible and lowest cost to the City of Joplin.

D. **DISPOSAL SITES:** Disposal sites to be used by the successful Proponent must operate in accordance with 10 CSR 80.3 if located within the State of Missouri, as amended, and the Regulations Governing Solid Waste Disposal Areas, as prepared by the State of Missouri Department of Natural Resources; or if the successful Proponent uses disposal sites outside the State of Missouri, said disposal site(s) shall be operated in accordance with all State and local rules and regulations. The selected Proponent shall provide a copy of the disposal site license and insurance certificates of each disposal site prior to execution of any agreement resulting from this RFP. If, for any reason, the successful Proponent decides to change the disposal sites during the term of the agreement, the City shall be given notice at least thirty (30) working days of such change and a copy of the disposal site license and insurance certificates of each new disposal site shall be provided to the City prior to any change in disposal sites being authorized. The City shall be given the right to inspect and audit the landfill, recycling and/or processing facilities, and any such facility as the successful Proponent shall control.

E. **RESPONSIBILITY FOR PERMITS:** The successful Proponent agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of materials under the terms of the Contract. Copies of all permits and licenses will be provided to the City prior to execution of any agreement resulting from this RFP. The

successful Proponent further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government and save the City from any violations therefrom.

F. **COMPLIANCE WITH APPLICABLE LAWS:** The successful Proponent shall conduct operations under this Contract in compliance with all applicable Local, State or Federal laws; provided, however, that the General Specifications shall govern the obligations of the successful Proponent where there exists conflicting ordinances of the City on the subject.

G. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract resulting from this RFP shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Proponent without City's written consent or any attempted assignment without such consent shall be void.

H. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

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.*

I. **PERFORMANCE BONDS:** The successful Proponent will be required to furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at Five Hundred Thousand Dollars ($500,000.00) and shall increase each succeeding year by 5% for the term of the contract.

I.1 The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

J. **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. 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, though City will attempt to so notify any such assignee.

1.0 SCOPE OF WORK

1.1 PURPOSE: The City of Joplin desires to enter into an exclusive franchise agreement with a qualified firm to provide city facility solid waste collection service within its current and future corporate limits.

1.2 BACKGROUND: The City has an existing city facility solid waste collection agreement that is scheduled to terminate on March 31, 2025. The City desires a continuation of existing collection and disposal services (or a modification thereto) plus additional services that are not contained within the existing agreement. A summary of existing service is as follows:

Current Services:

Solid Waste Collection pickup at all locations directed by the frequency in Appendix A

Sanitary Sewer, paper sewage waste at bar screen facilities will need to be disposed of in accordance with the appropriate local, state, and federal regulations.

1.3 REQUIREMENTS: The minimum level of service to be provided shall be:

1. Collection of all City Facility waste as outlined in Appendix A, and as may be amended during the term of the contract. The successful Proponent shall furnish and service dumpsters of adequate capacity at the locations identified in Appendix A, and to any facility that may be added to the inventory during the term of the contract. The City shall stipulate the specific day of the week the collections shall be made at each location. The cost of this service shall be paid by the City in accordance with the terms of the contract.

2. Roll-off containers on an on-call basis to the City: Quotes provided on the Proposal form will be inclusive of all drop off and pick-up services; disposal fees, if any, shall be billed to the City as a separate invoice provided a copy of the disposal tipping fee receipt is attached, and shall be void of all other fees such as billing fee, environmental fee, fuel recovery fee, etc.. The cost of these additional containers shall be paid by the City in accordance with the terms of the contract.

3. COMPLAINTS – The successful Proponent shall provide a phone number and email which are operated so that complaints and requests for service can be received from the city.

    a. Failure to clean spillage, if caused during the collection process or contractor's activities, within twenty-four (24) hours after notice is received by the Contractor. ALL COLLECTION VEHICLES MUST CARRY "SPILL KITS" AND ALL DRIVERS MUST BE TRAINED IN THE PROPER USE THEREOF.
    b. Failure to provide effective notice of the procedures for reporting and resolving complaints
    c. Failure to repair damage of City property within seven (7) business days
        1) Damage to City streets, alleys, urban forest and other infrastructure elements may take longer to repair, depending on the time of year, extent and type of damage. The City shall determine an appropriate repair schedule. If City forces make the repairs, all costs associated with each such repair shall be billed to the Contractor.

d. Failure to cover materials on collection vehicle(s)
e. Name and phone number, and if applicable, size not displayed on equipment or Containers
f. Speeding upon conviction
g. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within seven (7) business days.

Failure to clean up spillage of any substance required to be cleaned up by Contractor in accordance with specific City standards may result in a $500 penalty per day, per incident.

Failure to complete, either partially or totally, a route on the regular scheduled pick-up day without contacting the city may result in a $500 penalty for each route per day not completed.

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the City may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The City may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the City in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

4. BILLING – Invoices for waste services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, MO 64801 based on completed services on monthly basis. The City of Joplin will not pay in advance of services. Monthly invoices shall include location name, charges per each location serviced and details regarding the number of times each location was serviced during the month, size of the container at each location serviced and the date of service per each location, etc. The City of Joplin will not pay for billing fees, environmental fees, fuel recovery fees, management fees, etc. Invoices will be for items in Appendix A.

5. ANNUAL RATE ADJUSTMENT SCHEDULE -

Years 1, 2, and 3– No changes are allowed

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

January 17, 2025 ..... Publish Request for Proposal
3:00 PM CDST, Tuesday, January 28, 2025 ..... Mandatory Pre-Proposal Meeting
3:00 PM CDST, Tuesday, February 18, 2025 .....Proposals due
February 21, 2025 ..... Selection Committee completes evaluation of Proposals
March 3, 2025 ..... First Reading of Agreement by City Council
March 17, 2025 .....Second/Third Reading by City Council
March 18, 2025 ..... Notice to Award issued to Company
April 1, 2025.....Service begins

FORMAT AND CONTENT OF PROPOSAL

2.0 Proposal Terms and Conditions:
The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.1 **Incurred expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

2.2 **Request for Additional Information:** The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.3 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.4 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.5 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Joplin and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.6 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Joplin employees or their family members.

2.7 **Information Required to be Submitted by Proponent:** Each Proponent shall submit the following information in order for its proposal to be adequately evaluated and considered:

a. An itemized list of the Proponent's equipment available, or proposed to be available, for use on a Contract resulting from this RFP.

b. A copy of the Proponent's latest available certified financial statement.

c. Evidence that the Proponent is in good standing under the City's ordinances and the laws of the State of Missouri and any other state in which the Proponent shall be conducting business as it relates to any contract resulting from this RFP. Evidence would include valid licenses, permits and any other such information that the Proponent may feel will help demonstrate to the City that their firm is in good standing with local and State laws and ordinances.

d. Evidence, in form and substance satisfactory to the City, that the Proponent (or Proponent's subsidiaries or affiliates), has been in existence as a going concern for more than three (3) years and possesses not less than three (3) years actual operating experience as a going concern in providing the proposed service.

e. A list of three (3) relevant municipal references, including addresses and telephone numbers. Said references should be municipal entities for which the Proponent has provided similar services within the past five (5) years.

f. Information regarding the landfill(s), materials recovery facilities and or processing facilities to be utilized by the Proponent relating to location, capacity and current license status within the state of operation.

g. Any other additional information deemed necessary by the City to determine whether or not the Proponent is a qualified and responsible Proponent capable of fulfilling the terms of a contract resulting from this RFP.

h. Does the proponent have any previous, pending or existing litigation? And if so, elaborate.

2.8 Exclusive contract: The agreement resulting from this RFP shall be an exclusive contract.

2.9 Exceptions: If the Proponent desires to take exception to any terms, conditions and requirements of the RFP, the Proponent must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Proponent may be considered in the evaluation of proposals.

2.10 Late proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.11 Execution of Agreement: It is anticipated the selection of a firm will be completed by February 21, 2025. The successful proposer shall, within sixty (60) calendar days after Notice of Selection is issued by the City of Joplin, enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached, of which it is anticipated that the final agreement will be in substantial conformance with this document. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

For the Selection Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

A total of give (5) copies of the Proposal shall be submitted, consisting of three (3) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM or thumb drive in a PDF format or compatible with "Microsoft" and all spreadsheets and related information shall be compatible with "Microsoft". Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included within each copy/volume. All Proposals shall be submitted in sealed envelopes with the following information on

the outside: name of Proposer, contact person, address, telephone number, and marked as a "City Facilities Solid Waste Collection Services RFP: #100-2025".

A. QUALIFICATIONS

1. **Title Page:** The complete legal name, address, Federal ID number, permanent address and telephone number of the Proponent including the name and all relevant contact information (phone, email, address, FAX, etc.) of the person to contact for discussion of the proposal.

2. **Table of Contents**

3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages

4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.

5. A description of the firm's current staffing, and details as to the experience and qualifications of the individuals that would be primarily responsible for the project. Include an assigned point of contact.

B. TECHNICAL INFORMATION

1. Provide sufficient information to indicate the Proponent understands the Scope of Work and to describe how the Proponent will plan, implement, and accomplish the Scope of Work described in the RFP.

2. Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

   a) Provide a description of how you will communicate with city employees regarding the trash service, including notification of changes in service, complaint response, etc.

   b) Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

   c) The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide a cost proposal for a three (3) year contract that provides the City with the best overall responsive, responsible and lowest cost to the City of Joplin.

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

1) SCHEDULE OF FEES FOR A THREE (3) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
40 Cubic Yard Roll-Off	$81.98 each
30 Cubic Yard Roll-Off	$81.98 each
20 Cubic Yard Roll-Off	$81.98 each
2 Cubic Yard Dumpster	$7.25 each
4 Cubic Yard Dumpster	$9.67 each
6 Cubic Yard Dumpster	$15.04 each
8 Cubic Yard Dumpster	$20.03 each
90 or 96 Gallon Polycart	$2.75 each

ITEM TWO: Provide for the collection and disposal of City facility waste ***which may contain Sanitary Sewer and Paper Sewage waste*** at bar screen facilities (Turkey Creek Wastewater Treatment Facility and Shoal Creek Wastewater Treatment Facility) as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
2 Cubic Yard Dumpster	$7.25 each
4 Cubic Yard Dumpster	$9.67 each
6 Cubic Yard Dumpster	$15.04 each

2) **Schedule of Fees for Annual Escalation Factors:** No changes in fees will be allowed for the entirety of the 3 year contract.

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 **PROPOSAL DUE DATE:** Sealed proposals will be received at the City of Joplin no later than 3:00 p.m., CDST, Tuesday, February 18, 2025. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801

Submitted sealed envelopes should be marked:

Name of Proposer: GFL Environmental, LLC
Contact Person: John Burke
Address of Proposer: 2211 W. Bennett St. Springfield, MO 65807
Telephone Number of Proposer: 816-894-6101
Email Contact: johnburke@gflenv.com

"City Facilities Solid Waste Collection Services RFP: #100-2025"

3.2 **AMENDMENTS:** If it becomes necessary to revise or amend any part of this Request for Proposal, the Director of Public Works will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 **PROPOSAL EVALUATION PROCESS**
The steps and activities in the proposal process will include the following:

3.3.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

3.3.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all, or portions of, proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the City Manager of the City of Joplin. Each proposal will be evaluated for full compliance with the RFP instructions to the Proponent and the mandatory terms and conditions set forth within the RFP. Proposals which are responsive to this Request for Proposal will be evaluated based on estimated lowest monthly price during busy season, using the chart and amounts below:

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$7.25	44	$319.00	
4 cubic yard	$9.67	440	$4254.80	
6 cubic yard	$15.04	24	$360.96	
40 cubic yard	$81.98	2	$163.96 plus $49.19	per ton for disposal
90 gallon cart	$2.75	56	$154.00	
2 cubic yard for sanitary sewer	$7.25	84	$609.00	
4 cubic yard for sanitary sewer	$9.67	20	$193.40	
6 cubic yard for sanitary sewer	$15.04	12	$180.48	
			$6235.60	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (3.5.1) below. Additionally, the City prohibits lobbying or communications initiated by a proposer to any City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

3.5.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Director of Public Works in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received after 3:00 PM, CDST on the date set for receipt of Final Questions Due as defined in Section 1.4 of the Scope of Work, will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers via email and/or web posting not later than 3:00 PM, CDST on the date set for the City's Response to Questions as defined in Section 1.4 of the Scope of Work.

3.5.2 It will be the responsibility of the proposer to contact the City of Joplin prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge receipt of such amendments in the proposal.

CITY OF JOPLIN SOLID WASTE SERVICES - APPENDIX A
updated 16 January 2025

LOCATION	ADDRESS	CONTAINER QUANTITY	CONTAINER SIZE	FREQUENCY
City Hall	602 S. Main Street	1	4 CY	1/week
Joplin Public Library	1901 East 20th Street	1	4 CY	1/week
Health Dept./Women Infant Children	321 E. 4th Street	1	4 CY	2/week
***Justice Center	303 E. 3rd Street	2	4 CY	1/week
	Parks Department			
Parks Department Office	3010 W. 1st Street	1	4 CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2	2 CY	1/week
Joplin Sports Complex-Softball/Soccer Field	3301 W. 1st Street	4	4 CY	1/week
Landreth Park	500 NW Murphy Blvd	1	4 CY	1/week
Gabby Street Ballpark	S. Adele Ave. & W. 16th St	1	4 CY	1/week May-Sept
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	3/week March-Oct
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	3/week March-Oct
Carver Day Care	520 School Avenue	1	2 CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave	2	4 CY	5/week May-Aug
Cunningham Pool	25th & Porter Avenue	1	4 CY	5/week May-Aug
Ewert Pool	7th & S. Murphy Boulevard	1	4 CY	2/week May-Aug
Memorial Hall	212 W. 8th Street	1	4 CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	1/week Nov-March
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	2/week April-Oct
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	1/week Nov-March
Public Works Center - Parks	1301 West 2nd Street	11	4 CY	3/week April-Oct
Public Works Center - Parks	1301 West 2nd Street	6	4 CY	.5/week Nov-March
	Airport Department			
*Airport ATC Tower	600 N. Colonial Drive	1	2 CY	1/week
Airport Main Terminal	7331 Highway 43	1	6 CY	2/week
Airport General Aviation Terminal	5501 N. Dennis Weaver Dr.	1	4 CY	1/week

**Airport T-Hangers	5501 N. Dennis Weaver Dr.	14	90 Gal Cart	1/week
Public Works Center				
Central Garage (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
MAPS Admin. Building	123 S. Main Street	1	2 CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1	40 CY Roll-Off	As Needed
Fire Department				
Fire Station #2	2825 W. Junge Boulevard	1	2 CY	1/week
Fire Station #3	2727 Newman Road	1	2 CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1	2 CY	1/week
Fire Station #5	3223 S. Texas Avenue	1	2 CY	1/week
Fire Station #6	5302 W. 32nd Street	1	2 CY	1/week
Public Safety Training **Center**	5102 North Swede Lane	1	2 CY	1/week
Waste Water Department****				
Turkey Creek Wastewater Treatment Fac.	3457 Eddy Lane	1	6 CY	3/week
Turkey Creek Wastewater Treatment Fac.	3457 Eddy Lane	6	2 CY	3/week
Shoal Creek Wastewater Treatment Fac.	2860 Apricot Drive	1	4 CY	3/week
Shoal Creek Wastewater Treatment Fac.	2860 Apricot Drive	1	2 CY	3/week
Tin Cup Lift Station	1801 West Glendale Road	1	4 CY*****	2/week

** Driver to push button at gate; tower personnel will see driver in camera before entry is permitted*

*** Driver must have an airport personnel "escort." Please work with contact below to schedule consistent p/u time Contact for Airport is Peter Kaufmann. Driver must call 417-437-1710 (answered 24/7) for an escort inside. Peter Kaufmann cell is 417-499-8988*

**** We are requesting that the two dumpsters are placed at opposite sides of the building*

***** All dumpsters from the Waste Water Department may contain sanitary sewer waste that must be properly disposed.*

****** This dumpster must be on wheels.*

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri
602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main (64801), Joplin, Missouri and GFL Environmental hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request for Proposal **City Facilities Solid Waste Collection Services RFP: #100-2025** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated 2/3/2025 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Company and the Company agrees to perform, in strict accordance with contract documents.

2. The services of the Company shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Company in Exhibit B. The term of the Agreement shall be for the period specified in the contract documents.

3. The City agrees to pay the Company in accordance with the prices and terms set forth in the contract documents and for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Company.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Company without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Company shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Company represents that Company will secure at Company's own expense, all personnel required to perform the services called for under this contract by Company. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Company. All of the services required hereunder will be performed by the Company or under Company's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Company shall fail to fulfill in timely and proper manner Company's obligations under this contract, or if the Company shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Company of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 days' prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Company shall, at the option of the City become its property.** The Company shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Company.

8. **Assignment:** The Company 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 Company 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. 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, though City will attempt to so notify any such assignee.

9. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Company without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Company and processed through the City. Upon request by the City, the Company shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Company shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over

all other documents, and the Request for Proposal and amendments thereto shall govern over the Company's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Company's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Company is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **Substitutions:** The Company agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **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 Contributions 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 is has a full opportunity to find other business, that is 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.

15. The Company shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Companies:** If the Company is a foreign corporation or non-resident Company, it is agreed that the Company shall procure and maintain during the life of this contract:

    A. 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 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **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.

18. **Covenants:** Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Company further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Company's Responsibility for Subcontractors**: It is further agreed that Company 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. Company shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Company by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Company the same power regarding termination of any subcontract as the City may exercise over Company under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. **Insurance:** Without limiting any of the other obligations or liabilities of the Company, the Company 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 Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Company. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

All policies except for the professional liability policy 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, 2025, 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 Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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. Company 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 attorney's fees of Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Company shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Company 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.

e. Notice. The Company and/or subcontractor shall furnish the City prior to beginning the work 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.

f. 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 Company, upon 10 days written notice, to execute a contract addendum whereby the Company agrees to provide, at a price not exceeding Company'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.

21. **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 there under (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.

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.

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.

22. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

24. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

26. **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.

27. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson
Director of Public Works

COMPANY

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One ____yes _____no

CERTIFICATE OF DIRECTOR OF FINANCE:
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

PERFORMANCE BOND

(NEED ONE FOR EACH STATE THE SUCCESSFUL PROPONENT WILL OPERATE IN TO FULFILL THE TERMS OF THIS CONTRACT)

KNOW ALL MEN BY THESE PRESENTS that **(COMPANY NAME)** as principal and _____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of Dollars (_____) to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Joplin, Missouri, for:

CITY FACILITIES SOLID WASTE COLLECTION SERVICES FOR THE CITY OF JOPLIN MISSOURI

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Joplin, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Joplin, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Joplin, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Joplin, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____
By: _____

_____

Surety: _____
By: _____

Approved as to Form:

_____
Peter Edwards, City Attorney

AFFIDAVIT OF COMPLIANCE

CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP: #100- 2025

To be submitted with vendor's Proposal

[X] We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name GFL Environmental Inc

By _____
(Authorized Person's Signature)

Jason Fetters, Regional Sales Manager
(Print or type name and title of signer)

Company Address 2211 W. Bennett St.

Springfield, MO 65807

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. 1 Date 2/3/25

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Email _____

FEID No. _____

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP: #100- 2025

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP - #100-2025** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____ OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____ N/A _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared John Burke *(Name* who is Sales Manager *(Title)* of GFL Environmental LLC *(Name of company)*, a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: John Burke

Subscribed and sworn to before me this 3rd day of February 2025.

Notary Public

My commission expires: 12/4/2028

ANGELA MCCOWAN
MY COMMISSION EXPIRES
12-4-2028
NOTARY SEAL
#16019329
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Waste Industries LLC	
Name (Please Type or Print) Patti Dale	Title
Signature Electronically Signed	Date 03/03/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1513929

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Waste Industries LLC
Company Facility Address	3301 Benson Drive Suite 601 Raleigh, NC 27609
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	560954929
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	7,700 to 9,999
Number of Sites Verified for	317

E-Verify

Company ID Number: 1513929

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	# of Operating
Alabama	23
Arkansas	6
Colorado	12
Delaware	3
Florida	22
Georgia	30
Illinois	23
Indiana	3
Iowa	1
Kansas	3
Kentucky	5
Louisiana	1
Maryland	1
Michigan	28
Minnesota	1
Missouri	17
New Jersey	1
New Mexico	1
New York	4
North Carolina	28
Ohio	2
Oklahoma	6
Pennsylvania	16
South Carolina	9
Tennessee	7
Texas	11
Virginia	18
Wisconsin	33

E-Verify

Company ID Number: 1513929

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Ericka Carmona
Phone Number	(919) 325 - 4000
Fax Number	
Email Address	ericka.carmona@gflenv.com

Name	Lynette Snider
Phone Number	(919) 325 - 4000
Fax Number	
Email Address	lynette.snider@gflenv.com

Name	Nicole Hettinger
Phone Number	(919) 325 - 4000
Fax Number	
Email Address	nhettinger@gflenv.com

Name	
Phone Number	
Fax Number	
Email Address	

Proposal Terms and Conditions Required Documents Item 2.7

Item 2.7 (a)

Equipment List

List of Machinery and Equipment

The Machinery and Equipment listed below will be available for use in the provision of work and/or services stipulated in the City of Joplin – Waste Services:

- 413023 Mack GR64BR 2023
- 413051 Mack GR64BR 2023
- 928088 Autocar ACX 2017
- 929082 Autocar ACX 2018

"Available" means that the equipment is owned by GFL Environmental Inc. The quality of the equipment used for Waste Services for the City of Joplin shall be sufficient to perform the work required.

Item 2.7 (b)

Financial Statement

The latest available GFL Certified Financial Statement can be found at:

2023-Annual-Report.pdf

Item 2.7 (c)

Evidence of Good Standing

GFL is currently working with the City of Joplin licensing department for the 2025 Business License that designates GFL as a Trash Hauler. The previous license number is 19 00012990 and is obviously expired and is an oversight on GFL's part.

CITY OF
JOPLIN
MISSOURI

Business name . :	WASTE CORPORATION OF MO LLC		
Phone number . :	(417) 623-6620	Ctl nbr . :	3370
Location addr . :	3700 W 7TH ST		
Lic Nbr/Class . :	19 00012990 TRASH HAULER		
Issue date . . :	7/22/19 Expiration date . :	12/31/19	

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WASTE CORPORATION OF MISSOURI, LLC

using in Missouri the name

WCA of Missouri, LLC
FL001415520

a DELAWARE entity was created under the laws of this State on the 2nd day of February, 2016, and is Active, having fully complied with all requirements
of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 25th day of January, 2024.

Secretary of State

Certification Number: CERT-01252024-0114

Item 2.7 (d)

Company History, Qualifications, Staffing and Local Key Employees

GFL Company History and Qualifications

GFL Environmental Inc was incorporated in Ontario, Canada on December 19, 2007 by Founder and Chief Executive Officer Patrick Dovigi.

GFL has grown to become the fourth largest diversified environmental services company in North America, as measured by revenue and North American operating footprint. We have secured our significant footprint and leadership position in the environmental solutions market through continual innovation, strategic and targeted growth, an inherent commitment to sustainability and investing in our employees and communities.

Recognized by our signature fleet of bright green trucks, GFL offers a robust, integrated and sophisticated approach to meeting all of our customers' environmental service needs, including the increasing demand for sustainable solutions.

GFL is led by a team of highly experienced and entrepreneurial executives. Patrick Dovigi, our Founder, Chairman, President and CEO, has led our operations since inception in 2007. Mr. Dovigi and our senior leadership team have instilled a results-oriented, entrepreneurial culture that emphasizes operational excellence, the importance of safety for our employees and creating sustainable solutions that allow our customers and the communities we serve to be "Green For Life."

We have adopted a decentralized operating structure, giving operational oversight to our regional business leaders. We believe this model is advantageous given the regional and fragmented nature of the markets in which we operate and the relationship-based approach to our acquisition strategy. Furthermore, we believe that our operating structure provides our employees with a greater sense of ownership, which drives the efficiency and profitability of our business and provides us insight into the sustainable solutions and services that matter most to our customers.

Solid Waste collection, processing and disposal services

Across all operations GFL has more than 20,000 employees **and XX employees in the Joplin market.** We maintain more than 250 collection operations, 170 owned or managed solid waste transfer stations, 90 owned or managed landfills, 35 MRFs and 20 organic facilities. Our broad network of solid waste facilities underpins our ability to compete in markets with different disposal dynamics and profitably manage the solid waste volumes that we control. In some markets, we create and maintain vertically integrated operations through which we manage our customers' waste streams from collection to transfer to disposal. By internalizing waste in those markets where we have vertically integrated operations, we are able to deliver high quality customer service.

Our collection services are provided to customers under municipal collection contracts, residential subscription agreements and commercial customer service agreements. **Our large and diverse customer base includes the City of Joplin, where we have been the solid waste service provider for city facilities since 20XX.**

Local Management to Oversee City of Joplin Facilities Service

In the spirit of accountability and accessibility, appropriate District staff will have access to the following GFL personnel, who will be **empowered to address and resolve any collection, maintenance, operational, billing or other issues** reported by District staff:

Ben Seiferman (Kansas City) – Regional Vice President
Jason Fetters (Kansas City) – Regional Sales Manager
John Burke (Springfield, MO) – Area Sales Manager
Ashley Wheeler (Joplin, MO) – Facility Manager
Jenny King (Raymore) – Customer Service and Billing Manager
Michael Loveless (Joplin, MO) – Operations Supervisor
Andy Dowdy (Joplin, MO) – Operations Supervisor
Tom Coffman (Mission) – Municipal Contracts Manager

GFL's Joplin hauling and transfer operations currently employs 40 staff at 3700 W. 7th Street.

During the future contract term, **Ashley Wheeler (Phone #, email address)** would continue to be the City's primary contact.

Item 2.7 (e)

References

Insert the reference list and three letters of recommendation as the following pages

References & Contacts

City of Marionville
107 S Central
Marionville, MO 65705
407/258-2466
Contact; Debbie Bateman
Customer since January1, 2024

City of Granby
P.O. Box 500
Granby, MO 64844
417/472-6563
Contact; City Clerk, Kari Auch Residential
Customer since 2016

City of Baxter Springs
1445 Military
Baxter Springs, KS 66713
620 / 856-2114
Contact; Debbie Weston City Clerk Residential
Customer since November, 2006

City of El Dorado Springs
135 W Spring
El Dorado Springs, MO 64744
417 / 876-2521
Contact; City Manager Bruce Rogers
Residential Customer since January, 2000

City of Sarcoxie
111 N 6th
Sarcoxie, MO 64862
417 / 548-7242
Contact; Mayor Debbie Royce
Residential Customer since November, 2009

City of Webb City
200 S Main St
Webb City, MO 64870
417 / 673-4651
Contact; Carl Francis, Acting City Administrator
Residential Customer since November, 2003

City of Duenweg
106 Webb Street
Duenweg, MO 64841
417 / 623-2027
Contact; Mayor Russell Olds
Residential Customer since July, 2016

City of Anderson
103 W Beaver St
Anderson, MO 64831
417/845-6463
Contact; Mayor Rusty Wilson
Residential Customer since October, 2023

CITY OF GREENFIELD

Phone: 417-637-2532 115 S. Main Fax: 417-637-0403
GREENFIELD, MISSOURI 65661

July 11, 2023

To Whom it May Concern:

It is my pleasure to recommend GFL Environmental as a top-notch trash service. The City of Greenfield has enjoyed a pleasant and professional partnership with GFL since January 2015. Throughout this time, we have had very good route drivers who do an excellent job of servicing all the city's residential carts in a timely manner. Since day 1, GFL's drivers have made it a point to check in with us at City Hall twice on our service days. First thing in the morning to see if there are any issues that need to be addressed and again at the end of the day before they leave town to make sure there are no issues. That is great service!

Our account manager Max Murray has always kept in touch with us throughout the years either by phone call, email or stopping by our office to see how things are going. If we ever need a favor, Max is always a phone call away and acts immediately upon our request. We could not ask for a better account manager. Max feels like family. The support staff at GFL's Springfield plant are always helpful too. We can count on them to always provide the best service possible and are quick to respond to our phone calls and emails.

There are many companies out there that provide trash service and the choice is certainly yours to make but without a doubt the City of Greenfield can confidently say that GFL Environmental would be the best choice as your trash provider.

Sincerely,

Mark Davis

City Clerk - Greenfield, MO

My contact info:

City Hall 105 S. Grand Greenfield, MO 65661

417-637-2532

mark@greenfieldmo.org

City of Sarcoxie

111 N. 6th Street | PO Box 130 | Sarcoxie, MO 64862
Phone: 417.548.7242 | Fax: 417.548.3108
Website: www.sarcoxiemo.com

November 1, 2020

RE: WCA letter of recommendation

To whom it may concern:

WCA has provided residential trash service for the City of Sarcoxie since 2009. We continue to be extremely satisfied with all aspects of their service and consider them to be one of our most valuable and reliable vendors.

Their equipment is first rate. Poly carts are uniform, appear to age well, and are quick to be replaced if damaged. WCA allows the City to keep an inventory of poly carts which enables us to react quickly to get carts to new residents or to satisfy requests for extra carts. Their trucks are new, well-marked with flashing lights and decals, and ultra-quiet.

Our experience with their staff has been very satisfying. There are less missed trash pickups and upset customers when drivers stay on the same routes over the long term. WCA shares this belief. Jennifer, WCA's local driver rep, has been running the Sarcoxie route for at least the last four years. She not only does a great job she has become friends with our staff at City Hall as well as folks around the city. She has even been known to leave her truck to pull poly carts down to the street when people occasionally forget its trash day.

Resolution of occasional resident complaints is just a part of trash service. One thing we enjoy in our dealings with WCA is the ethics and tools they bring to such issues. Jennifer is great about trying to work through issues with trash pickups that are outside of the norm. She also does a good job communicating persistent issues to us so we can advise the resident of the issue. Trucks are equipped with cameras to provide proof of issues she can't take care of. This can range from poly carts not being at the curb or improper items in carts to low hanging tree limbs. Most issues are quickly addressed at the driver / city collector level. For the ultra-rare bigger issues, the management team at WCA is quick to respond to calls or emails.

I just can't say enough about WCA and the service they provide for our community. I highly recommend them for residential trash service.

Respectfully,

Don Triplett
Mayor
City of Sarcoxie
mayor@sarcoxiemo.com

City of Rogersville

PO Box 19, 211 E Center St
Rogersville, Mo. 65742
Phone 417-753-2884 ext. 300 Fax 417-753-2871
cityclerk@rogersvillemo.org

July 10, 2023

To Whom It May Concern:

The City of Rogersville has been with WCA, now known as GFL for more then 15 years. If ever there is any issue, they are good to address it with us. Our Citizens have very much appreciated the curbside recycling. GFL has always been good to do our trash hailing day and bring us event trash cans.

Sincerely,

Glenda Stegner,
City Clerk
City of Rogersville

Item 2.7 (f)

Post-Collection Disposal Facilities

GFL owns and operates the transfer station and landfill facilities that are used to manage all Joplin materials facilities, providing the City and with operational certainty and cost stability.

Solid waste from Joplin city facilities will continue to be hauled to the company's Joplin solid waste transfer station (3700 W. 7th St., MDNR permit 0409701) for ultimate disposal at GFL's Oak Grove Landfill in Arcadia, Kansas (KDHE Permit 0819). GFL also operates the Central Missouri landfill in Sedalia, MO. GFL's multiple landfill facilities provide the company's public sector partners with assurance that solid waste will always be managed in a safe, legal and permitted manner.

Item 2.7 (h)

Litigation

GFL does not have any previous, pending or existing litigation that would affect City Facility Solid Wate Collectoin Services RFP #100-2025 or any subsequent contract between the parties.

Item 3.0

B. Technical Information

1. As the incumbent provider of solid waste collection facilities for the City of Joplin, GFL is uniquely familiar with the Scope of Work detailed in RFP #100-2025. With containers in place and personnel familiar with all facilities locations, GFL will maintain a seamless level of collection services.
2. a) Current channels of communication between city staff and GFL personnel will be maintained regarding the trash service, including notification of changes in service, complaint response, etc. GFL is willing to accommodate any communication changes City staff might request.

   b) GFL personnel will continue to work with City staff and communicate all holiday and extreme weather situations that prevent regular scheduled collection of solid waste. In the event of prolonged service interruption of a week or more. GFL staff and City staff will meet to craft and implement a mutually agreed upon emergency plan to manage emergency collections.

   c) GFL's cost proposal for a three (3) year contract can be found in the appropriate sections of the RFP.

BID TABULATION

PROJECT: RFP #100-2025
City Facility Solid Waste Collection Services
DATE OF PROPOSAL OPENING: 20 February 2025

CONTRACTOR	TOTAL BASE BID
GFL	6,235.60
CARDS	11,256.00

COST ANALYSIS OF PROPOSALS

CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #100-2025

CARDS

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$9.00	44	$396.00	
4 cubic yard	$18.00	440	$7,920.00	
6 cubic yard	$27.00	24	$648.00	
40 cubic yard	$300.00	2	$600.00	
90 gallon cart	$4.50	56	$252.00	
2 cubic yard for sanitary sewer	$9.00	84	$756.00	
4 cubic yard for sanitary sewer	$18.00	20	$360.00	
6 cubic yard for sanitary sewer	$27.00	12	$324.00	
			$11,256.00	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

GFL Environmental Inc

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$7.25	44	$319.00	
4 cubic yard	$9.67	440	$4,254.80	
6 cubic yard	$15.04	24	$360.96	
40 cubic yard	$81.98	2	$163.96	plus $49.14 per ton
90 gallon cart	$2.75	56	$154.00	
2 cubic yard for sanitary sewer	$7.25	84	$609.00	
4 cubic yard for sanitary sewer	$9.67	20	$193.40	
6 cubic yard for sanitary sewer	$15.04	12	$180.48	
			$6,235.60	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

Republic Services: No proposal submitted.

Jordan Disposal: No proposal submitted.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-259 – Authorizing the approval of an Agreement between the City of Joplin and Olsson for professional planning services related to the creation of the Joplin Area Transportation Planning Organization's (JATSO) Metropolitan Transportation Plan (MTP).

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
CB2025-259 Ordinance; Professional Planning Services Agreement; Tabulation Sheet; Evaluation Criteria; and Olsson's Proposal

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
This Council Bill authorizes the City Manager or his designee to approve an Agreement with Olsson in the not to exceed total amount of One Hundred Eighty-One Thousand Three Hundred Six 00/100 dollars ($181,306) for professional planning services for the creation of JATSO's Metropolitan Transportation Plan. This project is 80% Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds and 20% City of Joplin local match. $145,045 federal and $36,261 local.

BACKGROUND
Staff received formal proposals on January 10, 2025, for a new MTP addressing different modes of transportation including automobile, transit, air, freight, bicycle, and pedestrian in the Joplin Metropolitan Planning Organization (MPO) area over the next 25-30 years. The plan studies existing land use and traffic patterns, emerging modes and technologies, and changing demographics to best anticipate and predict future transportation needs. Planning received three proposals, and Olsson's proposal was scored highest by the review committee.

FUNDING SOURCE
JATSO Planning Fund. MTP was approved by Council in the Missouri Highways and Transportation Commission Transportation Planning Consolidated Grant Agreement, Ordinance 2024-139. Federal funds $145,045 and $36,261 City of Joplin Transportation Sales Tax.

RECOMMENDATION
City staff recommends adoption of this Council Bill.

CITY	CONSULTANT
City of Joplin **602 S. Main Street** **Joplin, MO 64801**	Name: Olsson Address: 1027 S. Main Street, Joplin, MO 64801
Attention: Robert Lolley	Attention: Clayton Cristy, PE
Department: Planning	Phone: 417-781-0643 Fax: 417-781-4714
Phone: 417-624-0820 ext. 1514 Fax:	Joplin MTP update, JATSO

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT made and entered into this ____day of _____,20____, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Firm to render certain technical and professional planning services in connection with the development of the Joplin Area Transportation Study Organization (JATSO) Metropolitan Transportation Plan update to fulfill federal requirements of a metropolitan planning organization and to identify and plan for future transportation enhancements.

WHEREAS the Firm made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Firm represents Firm is licensed by the Missouri Board for Architects, Professional Firms, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Firms, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Firm as follows:

1. Services. The City agrees to engage the services of the Firm and the Firm agrees, upon receipt of the duly executed agreement, to perform the services described in the RFP and Scope of Work which is attached hereto as ***Exhibit B***. The services of the Firm shall commence as soon as practicable after the execution of this agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Firm shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Firm under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental firming work or materials furnished hereunder shall not in any way relieve the Firm of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Firm.

2. Term. The services of the Firm shall commence as soon as practicable after the execution of this agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit B***.

3. Payment. The City shall pay Firm for the performance of the Scope of Services a not to exceed amount of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED SIX and NO CENTS ($181,306).

4. Exchange of Data. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Firm without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services ***Exhibit B.***

5. Personnel. The Firm represents that Firm will secure at Firm's own expense; all personnel required to perform the services called for under this contract by Firm. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Firm. All of the services required hereunder will be performed by the Firm or under Firm's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. Termination of Contract.

a. Termination for breach. Failure of the Firm to fulfill Firm's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Firm by one of three different means: Facsimile Transmission ("FAX"} if Firm has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Firm; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Firm or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Firm.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Firm further covenants that in the performance of this contract no person having such interest shall be employed.

8. Assignment. The Firm 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 Firm 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. 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, though City will attempt to so notify any such assignee.

9. Confidentiality of Documents. Any reports, data, design, or similar information given to or prepared or assembled by the Firm under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Firm without prior written approval of the City.

10. Discrimination. The Firm 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, or political opinion or affiliation, against any employee of Firm or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Occupational License: The Firm 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 Firm. No contract will be executed by the City until this occupational license has been obtained and that the Firm is current on any City taxes is verified.

12. Compliance with Laws. firm agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Firm affirmatively states that payment of all local, state, and federal taxes and assessments owed by Firm is current.

13. 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 Firm is associated with a business entity, Firm 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, Firm must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. Nonresident/Foreign Contractors. The Firm shall procure and maintain during the life of this contract:

c. If the Firm 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.

d. 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.

15. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Firm 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 Firm will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Firm's activities and responsibilities hereunder. The Firm 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 Firm and the City, and the City will not be liable for any obligation incurred by the Firm, including but not limited to unpaid minimum wages and/or overtime premiums.

16. City Benefits. The Firm 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.

17. Liability and Indemnity. The parties mutually agree to the following:

e. The Firm shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Firm's (or any of Firm's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Firm is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

f. The Firm shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

g. In no event shall the City be liable to the Firm 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.

18. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Firm until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Firm shall furnish to the City, one set of reproducible record AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. 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 Firm at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. 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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. Required List of Federal Contract Clauses (*Exhibit A*)

22. Entire Agreement. This agreement and Exhibit A 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.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

APPROVED AS TO FORM

I certify that the expenditure contemplated by this document Is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

_____
Peter Edwards, City Attorney

Consultant: Olsson

By: _____
Printed Name: Chris Rolling Clayton Cristy, PE
Title: Group Leader Vice President

Date: _____

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

Date: _____

Federal Professional Services/A&E Contract Clauses (Exhibit A)

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties

that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin

may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232,

section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ Signature of Contractor's Authorized Official

Denny Blind, Senior Planner _____ Name and Title of Authorized Official

January 3, 2025 _____ Date

MARK BID ENVELOPES: **"#2025-RFP-04 - PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE; 10:00 A.M., Friday, January 10, 2025"**

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.
Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Olsson Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official Nathan J. McHargue

Name and Title of Authorized Official Nathan J. McHargue, Government Relations Leader

Date 12/23/2024

(EXHIBIT B)

Scope of Services

Metropolitan Transportation Plan Update
Joplin Area Transportation Study Organization (JATSO)

This exhibit is hereby attached to and made a part of the Agreement for Professional Service dated March 5, 2025, between City of Joplin, Missouri ("Client") and Olsson providing professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT UNDERSTANDING

The Joplin Area Transportation Study Organization (JATSO) is seeking to develop an updated Metropolitan Transportation Plan to fulfill federal requirements of a metropolitan planning organization and to identify and plan for future transportation enhancements.

PHASE 0 – PROJECT MANAGEMENT

Task A: Project Management - Olsson's Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices.

Deliverables - Project management plan, monthly invoices, progress reports

Task B: Client Core Team Meetings - The Olsson team will meet with JATSO staff through the duration of the project. Meetings are anticipated to be held in person. A total of four (4) meetings are included. Meeting agendas will be distributed in advance of the meeting (minimum 24 hours). Meeting summaries will be prepared following the meeting and distributed to attendees within two days of completion. Additional meetings may be held virtually to provide progress updates as needed.

Deliverables - Meeting agendas, meeting summaries

Task C: Community Staff Meetings - The Olsson team will meet individually with key staff from Joplin, Webb City, Carl Junction, and Harry S. Truman Coordinating Council to understand each community's individual transportation issues. Two (2) meetings with each community are assumed for a total of eight (8) meetings.

Task D: FHWA & MoDOT Meeting - Two meetings with FHWA and MoDOT to discuss process, deliverables, and preferences on MTP Update. The meetings are anticipated to be held virtually.

PHASE 1 – COMMUNITY ENGAGEMENT

Task A - Kick-off meeting to develop a Public Engagement Plan that builds upon past public engagement efforts. Discuss any previous public ideas that became realities in the metropolitan area and how that process was performed. This kick-off meeting will be in conjunction with the first Client Core Team Meeting.

Task B - Establish communication techniques. This could include postings to the following sites: municipal Facebook pages, municipal websites, Chamber of Commerce website, etc. Non-digital sources will also be explored, including: print, radio, and TV advertisements. A key element will be providing information and/or graphics to various local government departments to determine the most effective type of communication, which could include: written descriptions, graphics, photos, videos, maps, and/or data visualization. Olsson will provide the content for these advertisements. JATSO will coordinate with local sources to disseminate provided advertisements.

Task C - Hold public open houses in the metropolitan area. Two (2) meetings are anticipated - one (1) focused on existing conditions, constraints, and opportunities; and one (1) when the draft Metropolitan Transportation Plan has been developed. The public open houses inform the public about the project's overall goals and objectives, assess how project values align with community values, present current conditions, and invite discussion of transportation opportunities and needs. The visuals for these meetings will be simple, easy to understand, and create a positive dialogue. This type of engagement is critical to fostering future engagement beyond this project. Participants of the open houses would be asked to participate in stakeholder meetings (if interested and available). It is assumed JATSO staff will secure and pay for (if required) the meeting space. A virtual engagement option will be made available for these open house meetings, allowing residents to participate, view materials, and submit feedback even if they are unable to attend in person.

Task D - Form two committees to guide the project: a Technical Advisory Group (TAG) and a Citizen Advisory Group (CAG). The TAG would provide oversight regarding goals, standards, and concerns, and its membership would consistent of technical and subject matter experts. It is anticipated that the TAG will also aid in the determination of the project goals, objectives, and primary decision-making process. The CAG will provide citizen perspectives, concerns, ideas, and preferences, and consist of general members of the public. The Olsson team will work with JATSO staff to form these committees. A total of three (3) meetings with each group are anticipated through this process, held on the same day (TAG could be a working lunch and CAG later in the afternoon of the same day), for six (6) meetings total.

Task E - Conduct up to six (6) stakeholder meetings with key representatives from agencies in the community such as, but not limited to, chambers of commerce/ economic development councils, school districts, etc. FHWA, MoDOT, or other entities may be included in these meetings at the discretion of the City and depending on meeting content and action items.

Task F - Develop marketing materials including up to eight (8) marketing blasts with Project-related content for website and social media accounts. Olsson will coordinate with Client's existing social media platforms and website to encourage engagement in the planning process. Client will be responsible for posting Project-related content to the city's website and social media accounts. Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the planning process. Client will distribute the press releases. Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public as well as general project updates.

Deliverables - Public Engagement Plan; Marketing blasts; Public open house meeting materials

PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Task A - Develop draft Vision Statement, Goals, and Objectives. While previous plans are anticipated to serve as a starting point, it is anticipated that new goals and objectives will be developed for this update.

Task B - Develop Performance Measures. Performance measures will provide a means for measuring success over the established period determined within the goals and objectives. Performance-driven decision-making is a key theme identified in federal legislation, and it will also be valuable at the local level. We will develop a framework for performance, based on input provided through the two committees and the public's involvement. This framework is expected to include the following:

- Improving safety in all modes of transportation.
- Addressing existing and projected deficiencies.
- Inclusion of public transportation (i.e., fixed and flex bus routes).
- Inclusion of freight and system performance that supports commercial and economic activity.
- Integration, expansion, and interconnectivity of non-motorized transportation alternatives, including bicycle and pedestrian infrastructure in development of the plan.
- Transportation equity, with special attempts to include and engage the traditionally underserved and underrepresented in the planning process.
- Assessment and consideration of sustainability and impacts on the environment.
- Improvements to mobility and accessibility within the region.
- Potential impact of future, disruptive technologies.

Task C - System Performance Report - Pursuant to 23 CFR 450.324, Olsson will develop/update the progress achieved toward meeting performance goals based upon the most recent data available for evaluating the condition and performance of the transportation system.

PHASE 3 – EXISTING CONDITIONS INVENTORY AND ANALYSIS

Task A - Review of Existing Plans. Olsson will review and summarize existing available data and studies to serve as a starting point for this plan, including:

- City of Joplin Comprehensive Development Plan
- City of Webb City Comprehensive Development Plan
- City of Carl Junction Comprehensive Development Plan
- JATSO Origin and Destination Study
- Joplin Airport Master Plan
- Joplin CONNECTED (Bicycle/Pedestrian Master Plan)
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- JATSO Active Transportation Plan
- Safe Roads and Bridges for All Safety Plan
- MoDOT Long-range Transportation Plan
- MoDOT Statewide Freight Plan
- MoDOT Blueprint for Safet

Task B - Review Existing Data. Olsson will review available data to be incorporated into the Metropolitan Transportation Plan, including:

- Traffic volumes

- Crash data
- Existing street network, truck routes, sidewalk connectivity, trail and bicycle lane inventories
- Planned future roadways
- Zoning
- Socio-economic data
- All available geographic information system (GIS) files

This inventory will be used to identify the existing conditions, including traffic congestion, freight mobility, high crash locations, and gaps in sidewalks, bicycle lanes, and trails. This information will be described in narrative form and in using visuals, including mapping and photographic imagery.

Task C – Assess and visualize the overall integrated transportation network. Olsson will evaluate the existing integrated transportation network identifying the existing auto, truck/freight, transit, pedestrian and bicycle networks in separate GIS layers.

Task D - Multimodal Level of Service (LOS) -Olsson will develop a multimodal Level of Service (LOS) to analyze and document the impacts of changes to street right-of-way by reducing lane width, improving sidewalks, adding transit, or adding bicycle treatments. In addition to using a multimodal LOS, Olsson will perform an evaluation based on the Institute of Transportation Engineer's (ITE's) "Planning Urban Roadway Systems: An ITE Proposed Recommended Practice."

Task E - Land Use Context. Roadway types will be defined using the transect approach or similar land-use categorization. Such categories could include land uses (residential, commercial, industrial/ warehouse) and context zones (rural transition, suburban, urban, downtown). This land use context will help to identify many elements of the ultimate street typologies, as later defined.

Task F - Street Typologies - Define the street typologies that will be used moving forward. These typologies will be developed based on the land-use context defined in the existing conditions segment and overlaid with the of the local municipalities, which will define the future context. Olsson will work with the TAG to refine the functional classification, to develop system-based networks for each model, and to define street typologies. Principal characteristics will define streets typologies throughout the documents, although different plans emphasize different characteristics. These characteristics may include:

- Roadway size (number and width of lanes)
- Land use context (existing and future)
- Transportation modes (from the integrated multimodal network)
- Roadway form (parking, sidewalks, bike lanes, trails, streetscape, utilities, etc.)
- Traffic volumes
- Connectivity (arterials, collectors, locals, etc.)
- Access management
- Motorized design speed

Deliverables - Existing Conditions summary

PHASE 4 – REVIEW OF EXISTING TRANSPORTATION MODELING & O-D STUDY

Olsson will utilize prior transportation modeling and O-D analysis work completed (2020 MTP, current O-D study) to understand community travel patterns. An update to the existing transportation model will not be conducted for this MTP update.

PHASE 5 – DEVELOPMENT OF FUTURE VISION OF TRANSPORTATION

Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements.

Task A - Street Typology Definition. The street cross-sections and basic right-of-way needs will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and a set future horizon (year 2055) and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, and autos).

Task B - Scenario Planning. Facilitate a work session on Scenario Planning with the TAG and CAG (two [2] meetings anticipated) to understand what type of growth the community desires and understand the implication on land use, transportation, revenues, and costs of various types of growth. Potential scenarios include:

- Trend Scenario - Continue recent trends in growth and transportation investments
- High Density Scenario - Aggressive high-density development and redevelopment within key corridors
- Technology Scenario - Aggressive pursuit of emerging transportation technology integration
- Community Vision Scenario - Integrate individual community and agency visions The scenarios will be evaluated based on the performance measures previously identified.

Task C - Assessment of future transportation network. Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements. These improvements will be programmed based upon conformity to the goals, objectives and performance measures under a financial plan that demonstrates how the plan can be implemented. The financial plan will include:

- Cooperatively developed funding estimates
- Recommendations for additional financing strategies (as necessary)
- All projects and strategies proposed using federal-aid, state assistance, local sources and private participation in year of expenditure dollars based upon reasonable financial principals

Task D – Capacity Analysis. Olsson will determine what scenarios or network changes may be needed to analyze the future network changes. Consistent with the existing conditions analysis, Olsson will utilize a general planning LOS analysis to identify roadway segments approaching, at, and over capacity. Corridors and locations found to be operating over or near capacity will be further analyzed to identify potential mitigation measures. These measures could include

Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity, new roadway capacity, or support for alternative transportation improvements. We will use the multimodal LOS approach to balance the analysis across all of the modes and look to refine and modify the layered multimodal networks developed as part of the existing conditions analysis.

Deliverables – Transportation network vision documentation

PHASE 6 - RECOMMENDATIONS AND DELIVERABLES

Task A - Draft Report. The draft report will be prepared on standard letter-sized paper and will be distributed electronically in PDF format.

Task B - Final Report. The final report will be prepared on standard letter-sized paper and delivered both electronically (PDF format) and with hard copies (20 copies in total). Any technical appendices will be provided in electronic version

TOTAL COMPENSATION

Client shall pay Olsson for the performance of the Scope of Services a not to exceed amount of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED SIX and NO CENTS ($181,306).

Client shall submit invoices on a monthly basis, and payment is due within 30 calendar days of the invoice date. Invoices will include the actual hourly labor rates of personnel performing such services on the project, and all actual reimbursable expenses in accordance with the performance of this scope of services.

SCHEDULE

Olsson will begin work under this Agreement within (10) business days of contract execution and will complete the work in accordance with the schedule shown on the following page.

Metropolitan Transportation Plan Update Joplin Area Transportation Study Organization (JATSO)	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
PHASE 0 - PROJECT MANAGEMENT										
TASK A: Project Management										
TASK B: Client Core Team Meetings										
TASK C: Community Staff Meetings										
TASK D: FHWA & MoDOT Meetings										
PHASE 1 - COMMUNITY ENGAGEMENT										
TASK A: Kickoff Meeting										
TASK B: Establish Communication Techniques										
TASK C: Public Open Houses										
TASK D: Form Committees										
TASK E: Stakeholder Meetings										
TASK F: Marking Blasts										
PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES										
TASK A: Draft Vision, Goals, and Objectives										
TASK B: Develop Performance Measures										
TASK C: System Performance Report										
PHASE 3 - EXISTING CONDITIONS INVENTORY AND ANALYSIS										
TASK A: Review of Existing Plans										
TASK B: Review Existing Data										
TASK C: Assess the Transportation Network										
TASK D: Multimodal Level of Service										
TASK E: Land Use Context										
TASK F: Street Typologies										
PHASE 4 - REVIEW OF EXISTING TRANSPORTATION MODELING & O-D STUDY										
Review of Existing Transportation Modeling & O-D Study										
PHASE 5 - DEVELOPMENT OF FUTURE VISION OF TRANSPORTATION										
TASK A: Street Typology Definition										
TASK B: Scenario Planning										
TASK C: Assessment of Future Transportation Network										
TASK D: Capacity Analysis										
PHASE 6 - RECOMMENDATIONS AND DELIVERABLES										
TASK A: Draft Report										
TASK B: Final Report										

City of Joplin

RFP TABULATION SHEET

RFP 2025-3

Metropolitan Transportation Plan Update

Criteria	Max. Points	TranSystems	Olsson Associates	Traffic Engineering Consultants, Inc.
EVALUATOR #1	100	78	89	78
EVALUATOR #2	100	68	77	52
EVALUATOR #3	100	81	90	51
EVALUATOR #4	100	77	88	86
Total Points	400	304	344	267

RFP 2025-3 Scoring Methodology
Metropolitan Transportation Plan Update

Work Methodology score is an evaluation of the approach that the vendor will use to conduct the work outlined in the RFP. Please provide a score based on the metrics below.

Score (1-5)	Vendor provides an outline of the methodology used to complete the work. The outline gives limited details of individual tasks or information as to how the tasks will be accomplished.
Score (6-15)	Vendor provides an outline of the methodology used to complete the work. The outline breaks down the work into several tasks and provides detailed information as to how each task will be accomplished.
Score (16-25)	Vendor provides an outline of the methodology used to complete the work. The outline breaks down the work into several tasks and provides detailed information as to how each task will be accomplished. The task information gives the names of reports/resource to be reviewed/consulted while performing the task and the public participation process task mentions 3 or more public engagement methods.

Experience score is an evaluation of how much experience the vendor has conducting Metropolitan Transportation Plan (MTP) updates. Please provide a score based on the metrics below.

Score (1-5)	Vendor doesn't list any experience completing MTP updates in their project team member resumes or project experience sections. The vendor doesn't list experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.
Score (6-15)	Vendor lists previous experience completing MTP updates in their project team member resumes and project experience sections. The vendor lists experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.
Score (16-25)	Vendor lists previous experience completing MTP updates in their project team member resumes and project experience sections. The vendor has experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.

The vendor has completed MTP updates, or similar planning work products, for JATSO in the past and performed well during this work.

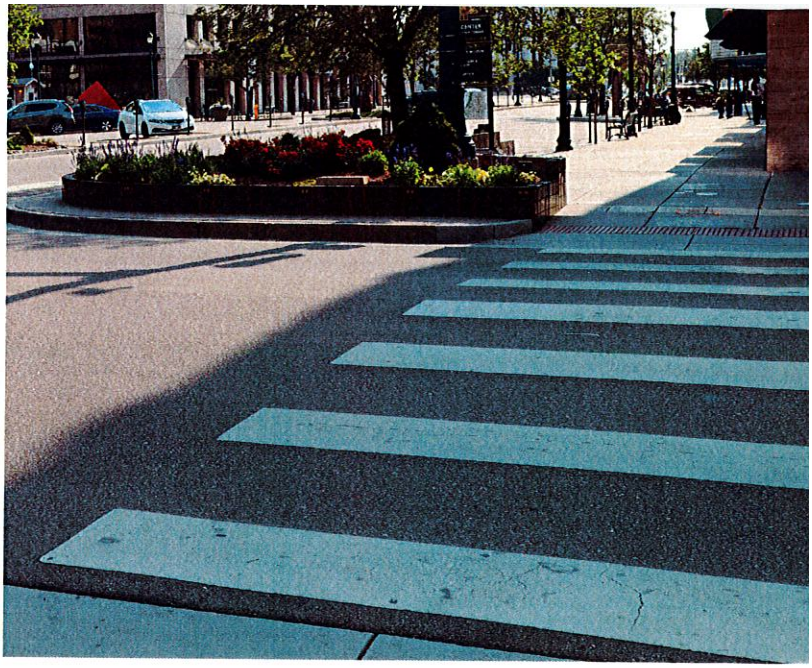
Timeline score is an evaluation of the reasonability of the time allotted to perform each task, to provide performance updates, and to review draft documents. Please provide a score based on the metrics below.

Score (1-5)	Vendor provided timeline seems reasonable to complete the update, but time allotted to individual tasks may be short, limited time given to performance updates or draft document review.
Score (6-10)	Vendor provided timeline seems reasonable to complete the update with enough time allotted to individual tasks, performance updates, and draft document review.

Reference score is an evaluation of the satisfactory work performed by the vendor on Metropolitan Transportation Plan (MTP) updates. Please provide a score based on the metrics below.

Score (1-5)	Vendor doesn't list any references for completing MTP updates in their project experience section, but vendor lists satisfactory experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.
Score (6-10)	Vendor lists references for satisfactorily completing MTP updates in their project experience section, and the vendor listed satisfactory experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped. The vendor has completed MTP updates, or similar planning work products, for JATSO in the past and performed well during this work.

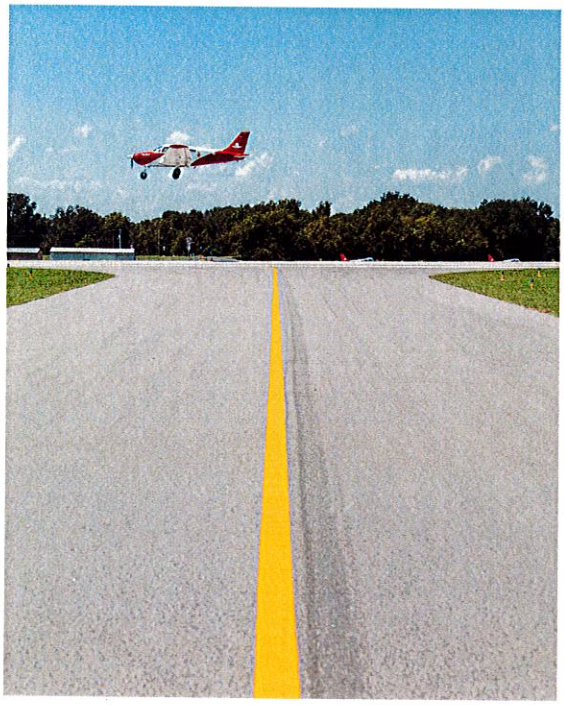




Professional Planning Services to Prepare

JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE







olsson®

January 10, 2025

City of Joplin, Missouri
ATTN: Mr. Troy Bolander
602 South Main Street

RE: Professional Planning Services to Prepare JATSOs Metropolitan Transportation Plan Update

Dear Mr. Bolander and Selection Committee Members:

There is an important link between multimodal transportation infrastructure and community connectivity. As the Joplin region continues to grow, it is crucial that community members feel ease in their connectivity. Planning for the future of the city's transportation infrastructure is one of the first steps to accomplishing this. Olsson has been helping with the revitalization of your city for the past several years—here's why we are the best fit to continue to do so:

WE ARE LOCAL.
Our Joplin office is conveniently located just one block from City Hall, giving us a deep understanding of local challenges and needs. This proximity allows us to respond quickly, saving both time and money. As the principal-in-charge, I, Clayton Cristy, will act as the project's local liaison. Our team will also be supported by our offices in Fayetteville, Arkansas, Springfield, Missouri, and Kansas City, assuring we can provide any specialized services the city requires. Each of our offices has extensive experience serving municipalities like Joplin, offering municipal planning and engineering services for over 60 years. My career has been devoted to serving the people of Joplin, with a deep commitment to the community that is firmly rooted in my family's history here.

WE ARE EXPERIENCED.
We have carefully selected an outstanding group of professionals who bring the skills, knowledge, and experience necessary to assure the success of your project. Olsson's team will be led by Denny Blind. As the project manager, Denny will lead a team of seasoned professionals who are knowledgeable about performance measurement, freight mobility, bike and pedestrian, transit, technology communication, airport aviation, public involvement, and report preparation.

From our work on the city's Metropolitan Transportation and the Active Transportation Plans, and the Capital Improvements Projects (CIP) Master Plan to the Joplin Disaster Recovery Projects, Ewert Splash Park, and many other infrastructure projects, we are proud of our contributions to making Joplin a place where community members work, raise families, and play. The City of Joplin has experienced firsthand our commitment to excellence and service.

Our team understands the importance of committing to frequent and efficient communication. Everyone on our team is readily available to provide their time and attention to this project. Our goal is to be the city's trusted partner in addressing your transportation planning needs. We are confident that our team can bring great value to this project.

Sincerely,

Clayton Cristy, PE
Principal-in-Charge / Local Liaison
417.781.0643 | ccristy@olsson.com

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FIRM DESCRIPTION

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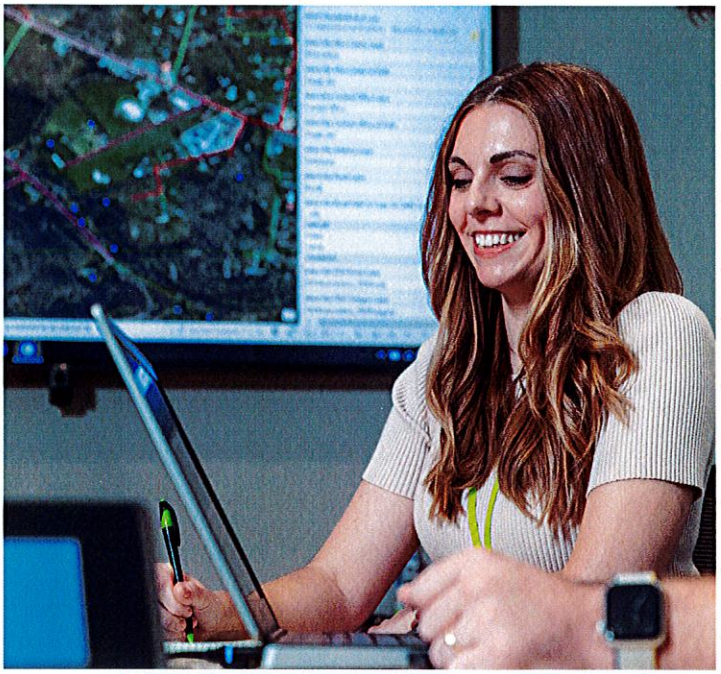
OLSSON,

a nationally recognized, employee-owned engineering, planning, and design firm with a rich history of engineering possibilities.



Founded in 1956 on the very mindset that drives us today, we're here to improve communities by making them more sustainable, better connected, and more efficient. Simply put, we work to leave the world better than we found it.

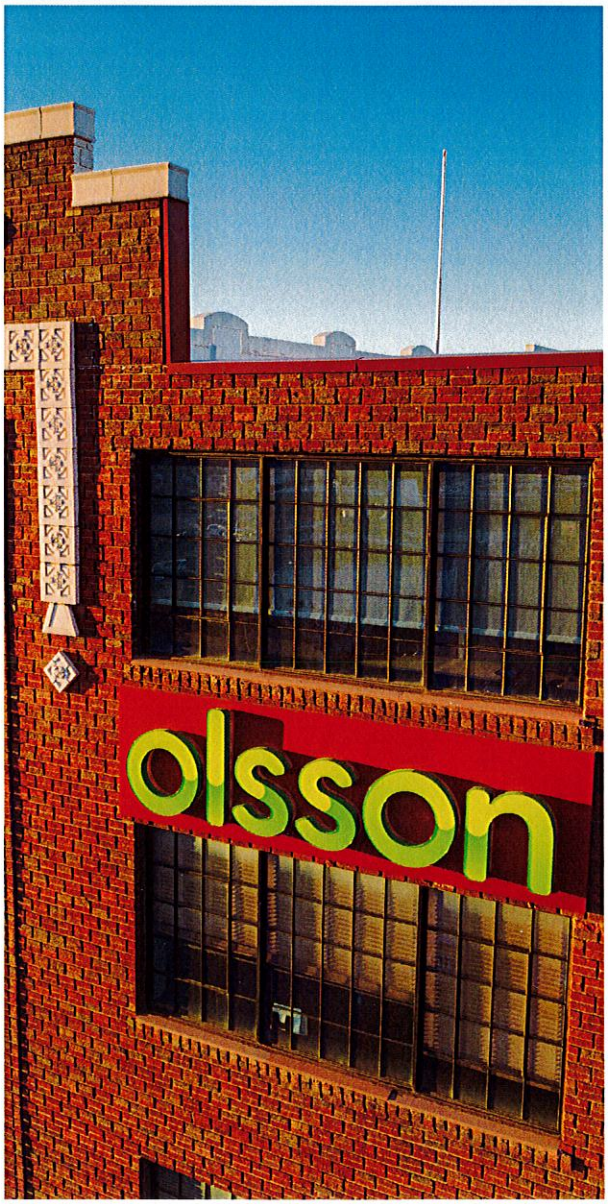
Olsson can perform professional services nationwide. Though our philosophy hasn't changed since John E. Olsson opened our doors, we have certainly evolved, adding dozens of offices and employees across nine states and remote locations. We have more than 2,000 professionals firmwide offering a comprehensive list of services involving planning and design, engineering, field services, environmental, and technology.

YEARS ESTABLISHED AND FORMER NAMES

Established in 1956, Olsson became an employee-owned corporation on October 1, 1970. Previous firm names include John E. Olsson (March 9, 1956); Olsson & Burroughs (1958); Clark, Enersen, Olsson, Burroughs, & Thomsen (1962); John E. Olsson & Associates (October 2, 1970); and Olsson Associates, Inc. (November 1, 1973).

TYPE OF SERVICES QUALIFIED TO PERFORM AND ASSISTANCE EXPECTED

From transportation planning and design to public engagement, Olsson can handle all of the project requirements. Having all in-house staff offers many benefits including enhanced communication; stronger team cohesion; better control and oversight; faster response times; and confidentiality and security.



PROJECT UNDERSTANDING

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PROJECT UNDERSTANDING



At Olsson, we view transportation systems as an integrated network of autos, trucks, transit, pedestrians, and bicycles that often interact while sharing the same space. We have helped to lead a movement to consider the context of transportation within the community and the need to serve all users of the transportation system. Our approach addresses all aspects of your transportation needs and provides meaningful engagement with the community as a key driver of plan recommendations and materials. In particular, we are committed to engagement with traditionally underserved populations and vulnerable users to develop a plan that enhances access and safety for everyone.

An integrated metropolitan transportation plan (MTP) is developed by carefully considering the needs of each type of user, how these users interact, and opportunities for multimodal solutions. We understand the existing street network in the JATSO region; this is the system we have, and we must now decide how best to use the current right-of-way and build upon it as necessary. To do this, we must make decisions based on a set of interrelated transportation modal systems that serve different functions and yet often occupy the same space.

We must also recognize recent trends and innovations that will have a lasting impact on the multimodal transportation network, and how past practices and infrastructure must change to better facilitate safe and efficient travel. This includes:

- The rise of transportation network companies (TNCs) like Uber, Lyft, and various spinoffs
- The rise of electric and hybrid vehicles that cut emission but increase the demand for charging stations
- A shift in manufactures' philosophy from producing automobiles as a commodity to viewing transportation as a service
- The rapid increase in e-bikes that feature pedal assist, greatly increasing the market for bike riders
- The recent introduction and rapid penetration of shared transportation vehicles, which include shared cars, bicycles, and scooters
- The increased adoption of on-demand "micro transit" transit services to provide increased transit coverage and flexibility for riders.

These changes provide new and improved options for transportation, today and in the future, that can radically impact our integrated transportation system. Our approach is to deliver a cohesive, implementable plan that is adaptable for the future through the development of a multimodal transportation plan, created through scenario planning. Rather than following the classic method of transportation planning, which entails defining one future scenario, we envision developing a plan that can accommodate a variety of future conditions and technologies that may develop, considering how each would impact the future transportation system.

PROJECT APPROACH

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PROJECT APPROACH

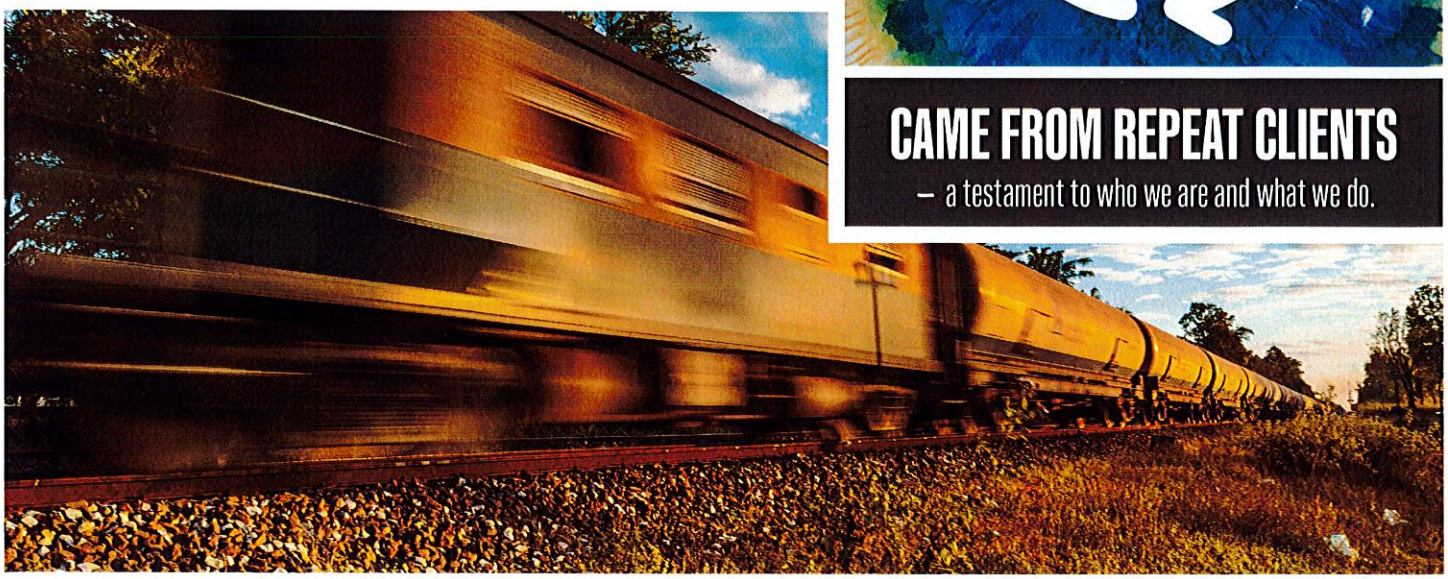
The request for proposal prepared by the Joplin Area Transportation Study Organization (JATSO) staff included a brief project description with a variety of services to be included with the development and implementation of the MTP. In the following segments, we will highlight our technical approach to each element, anticipated deliverables, and how these elements will bring about the successful completion, adoption, and implementation of the MTP.

95.8% OF OUR WORK IN 2024



CAME FROM REPEAT CLIENTS

– a testament to who we are and what we do.



PHASE 1





COMMUNITY ENGAGEMENT

We propose the engagement of the community begin as soon as the project begins. The strategy for engaging the public will be developed with JATSO staff and if possible, citizens who are currently interested in transportation, mobility, and livability. Olsson believes this public engagement effort includes working within the surrounding cities and engaging each of the departments that will be affected or interested in the MTP.

Proactive and effective listening will be the foundation of the Community Engagement Plan. Our plan involves working in very small groups at the outset and then increasing the audience size as the project progresses. This will allow us to listen to each of the interested parties in a setting that is comfortable and conducive to genuine sharing of concerns and ideas. The basic framework that we propose includes the following elements:

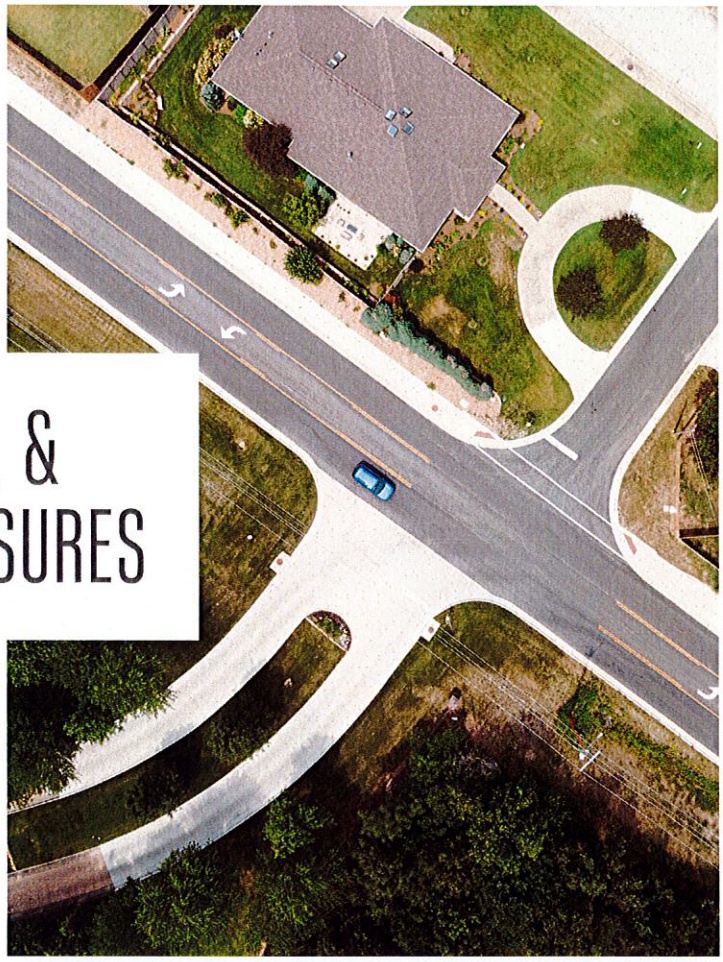
- **Hold a kickoff meeting with staff / citizen / interested parties to develop an initial Engagement Plan.** Discuss any previous public ideas that became realities in the metropolitan area and how that process was performed.
- **Establish communication techniques.** This could include postings to municipal Facebook pages, the city's public information page, the Joplin Area Chamber of Commerce page, etc. A key element will be providing information / graphics to various local government departments and determining what is the most effective type of communication—written descriptions, graphics, photos, videos, maps, or data visualization.
- **Hold public open houses in the metropolitan area.** This type of engagement is critical to fostering future engagement beyond this project. Olsson proposes that we recruit from these meetings for a Citizen Focus Group (CFG).
- **Form two groups to guide the project—a Technical Advisory Group (TAG) and a CFG.** The TAG would provide oversight regarding goals, standards, and concerns. It is anticipated that the TAG will also determine the project goals, objectives, and the primary decision-making process. The CFG will provide citizen perspectives, concerns, ideas, and preferences.
- **Conduct stakeholder meetings with key representatives** from agencies including the Missouri Department of Transportation (MoDOT), chambers of commerce / economic development councils, school districts, etc.
- **Hold a community-wide mobility event after the existing conditions, constraints, and opportunities have been identified.** This event will inform the public about the project's overall goals and objectives, assess how these goals and objectives complement the values within the community, describe where we think the region is today, and invite discussion of transportation opportunities / needs. The visuals for this meeting will be simple, easy to understand, and will create a good dialogue. The roles of the city, citizens, and the consultant team will be described and the project schedule will be discussed. This event could be conducted as an open house or town meeting.

Additionally, we recognize the need to include the entire JATSO region in this process. We will take care to make sure the full region is represented on these groups that will help guide the project. This not only includes broad geographic representation, but representation from diverse community groups and interests, including the business community, social services, and local institutions.

At the conclusion of the project, follow-up with the TAG and CFG regarding outcomes. Identify a framework for the Community Engagement to continue as an asset to the community members, staff, and decision-makers of the region.

PHASE 2

GOALS, OBJECTIVES, & PERFORMANCE MEASURES



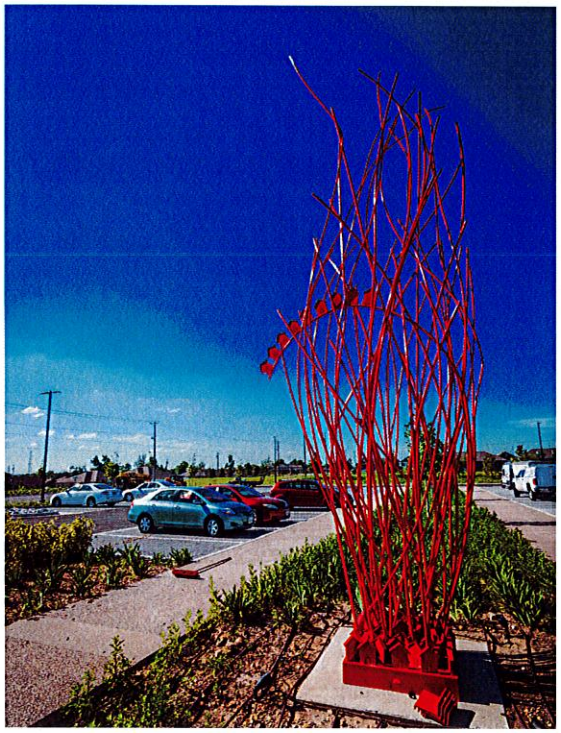
An important phase of the MTP is the development of a vision statement about the future of transportation, building upon the work done in local comprehensive plans and other modal or area plans, and with essential input from city staff, key stakeholders, and the public. Transportation goals and objectives will be identified to coordinate with other recent planning efforts, recognizing the uniqueness of Joplin and the greater JATSO region.

Olsson will review the goals and strategies from current and recent planning processes to establish a background and context for developing goals and objectives for the development of the MTP. Olsson will work closely with JATSO and the TAG and CFG to develop the MTP goals, objectives, and performance measures. The goals and objectives will establish the overall vision for how the city wants to strengthen and expand multimodal connections and enhance regional mobility. The performance measures will be specific, time-oriented, and measurable, and they will contain an intermediate end that is achievable and marks progress toward a goal.

Performance measures will provide a means for measuring success over the established period determined within the goals and objectives. Performance-driven decision-making is a key theme identified in federal legislation, and it will also be valuable at the city and region level. We will develop a framework for performance based on input provided through the committee's and the public's involvement process discussions. This framework is expected to include the following:

- Improved safety in all modes of transportation
- Addressing existing and projected deficiencies
- Public transportation, including fixed and flex bus routes, on-demand, and demand-response services
- Freight and system performance that supports commercial and economic activity
- Aviation, identifying future needs and ways to integrate with surface transportation in the region
- Integration, expansion, and interconnectivity of nonmotorized transportation alternatives including bicycle and pedestrians in development of the plan
- Transportation equity, with special attempts to include and engage the traditionally underserved and underrepresented in the planning process
- Assessment and consideration of sustainability and impacts on the environment
- Improvements to mobility and accessibility within the region
- Potential impact of future, disruptive technologies

PHASE 3





EXISTING CONDITIONS INVENTORY & ANALYSIS

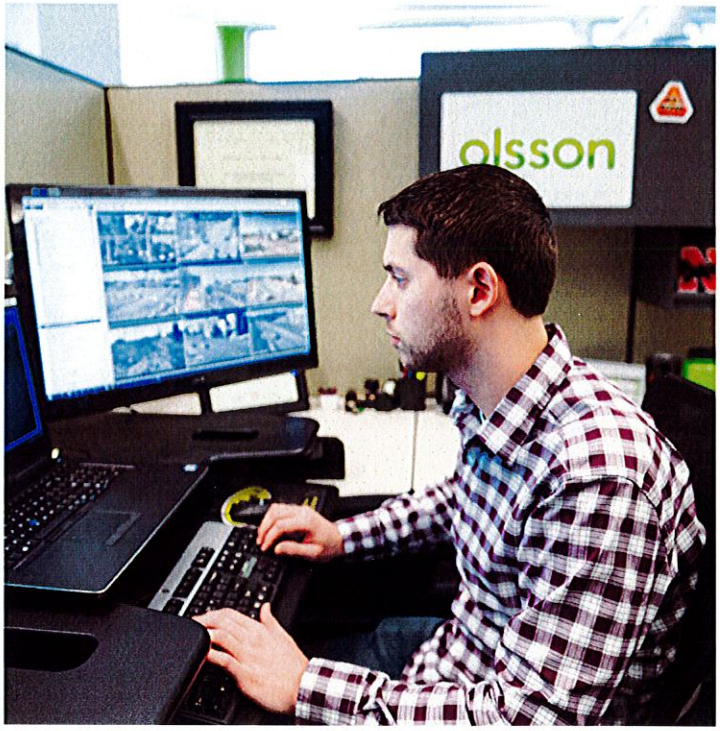
Olsson will review existing available data and studies to serve as a starting point for this plan. The comprehensive plan and subarea plans will provide context for developing the vision and principles of the MTP. Bicycle, pedestrian, and transit documents will also provide good information about each system.

A wide variety of data must be incorporated into the MTP—including traffic volumes, crash data, the existing street network, truck routes, sidewalk connectivity, trail and bike lane inventories, planned future roadways, zoning, socioeconomic data, and geographic information system (GIS) files. This inventory will be used to identify the existing conditions including traffic congestion, freight mobility, high-crash locations, and gaps in sidewalks and trails.

Existing Plans

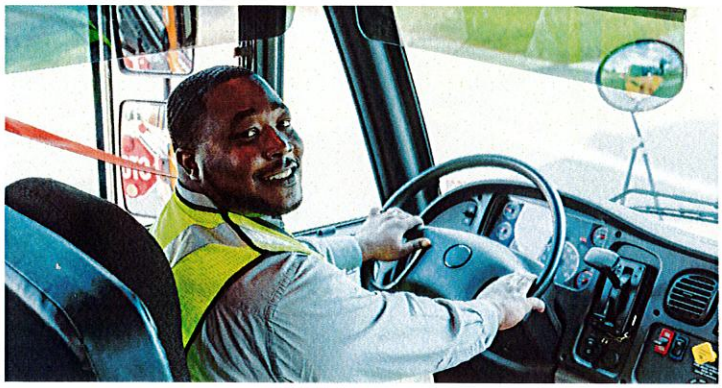
- City of Joplin Comprehensive Development Plan
- City of Webb City Comprehensive Development Plan
- City of Carl Junction Comprehensive Development Plan
- JATSO Origin and Destination Study
- Joplin Airport Master Plan
- Joplin Metropolitan Area Bicycle/Pedestrian Study
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- JATSO Active Transportation Plan
- Safe Roads and Bridges for All Safety Plan
- MoDOT Long-range Transportation Plan
- MoDOT Statewide Freight Plan
- MoDOT Blueprint for Safety

- **Establish an Integrated Transportation Network.** Our transportation networks are composed of distinct modes that at times work in parallel, and at other times in conflict, with each other. We will establish the existing integrated transportation network by identifying the existing auto, truck and freight, air, transit, pedestrian, and bicycle networks in separate GIS layers. Though some of these networks are not as critical in rural areas, as the county infrastructure approaches the developed communities, these varying networks should be taken into consideration.
- **Multimodal Level of Service (LOS).** The evolution of transportation planning has come with new tools to measure the performance of nonauto modes, called multimodal LOS. Olsson has used this approach to analyze and document the impacts of changes to street right-of-way by reducing lane width, improving sidewalks, adding transit, or adding bicycle treatments. In addition to using a multimodal LOS, **we propose using an approach recently developed by the Institute of Transportation Engineers (ITE), which is described in the report Planning Urban Roadway Systems: An ITE Proposed Recommended Practice.** Olsson has used this approach in two recent projects where a balanced, layered, multimodal network was analyzed.
- **Land Use Context.** Roadway types will be defined using the transect approach or similar land use categorization. We have used land use categorization in the past and have defined land uses that are similar to the transect approach but fit the community. Such categories can include land uses (residential, commercial, industrial / warehouse) and context zones (rural transition, suburban, urban, downtown). This land use context will help to identify many elements of the ultimate street typologies as defined in the following section Phase 4 Transportation Modeling Software Evaluation & Selection.



- **Street Typologies.** At this point, we propose to define the street typologies that will be used moving forward. These typologies will be developed based on the land use context defined in the existing conditions segment of the research and overlaid with the comprehensive plan, which will define the future context. We will work with the advisory committee to refine the functional classification, to develop system-based networks for each model, and to define street typologies. Principal characteristics will define street typologies throughout the documents, although different plans emphasize different characteristics. These characteristics may include the following:

  - Roadway size (number and width of lanes)
  - Land use context (existing and future)
  - Transportation modes (from the integrated multimodal network)
  - Roadway form (parking, sidewalks, bike lanes, trails, streetscape, utilities, etc.)
  - Traffic volumes
  - Connectivity (arterials, collectors, locals, etc.)
  - Access management



PHASE 4



TRANSPORTATION MODELING SOFTWARE EVALUATION / SELECTION

A well-thought-out MTP, based on close evaluation of existing demographic data and developed data projections, will adequately respond to future growth and meet the roadway and transportation infrastructure needs of current and future residents, visitors, businesses, and commuters. This evaluation is often achieved by using transportation modeling software, and a number of options currently exist that work with ArcGIS Pro files. Two of the more commonly used software packages are TransCAD (used for the prior MTP developments) and VISUM (used by the Ozark Transportation Organization in Springfield). We are experienced in working with both platforms; our staff have worked with TransCAD for more than 20 years.

Olsson is currently updating the Joplin Area Origin and Destination (O-D) Study. The findings of this report will assist the City of Joplin and JATSO partners in understanding travel characteristics and trends across the metro, enabling informed decision-making for the future. The study involves aggregating, reviewing, and summarizing data from the Replica big data platform, covering trip purposes, travel patterns, route usage, capacity evaluations, and demographic and economic indicators. The final report will summarize these findings and provide recommendations for further studies, such as interchange and corridor studies, incident management, and travel demand model updates.

We can assist in comparing these software alternatives and discussing the pros and cons of each.

The development (or update) of transportation models can be one of the largest investments made by metropolitan planning organizations (MPOs), not only because of the cost for the development of the models, but often because of the expense of purchasing and maintaining software and training staff. New modeling alternatives are evolving, and we will also discuss those options with you. Olsson uses Replica (www.replicahq.com) as a planning tool that can help answer key transportation questions. This big data-driven solution is a subscription, cloud-based service that has the potential to significantly reduce the cost of transportation modeling and analysis. It is also new technology and whether it will be accepted as capable of forecasting transportation demands in MPOs must be tested. Through our relationships with the Replica staff, which include former Olsson employees, we will evaluate this new technology and applicability within the Joplin area.







DEMOGRAPHIC PROJECTIONS

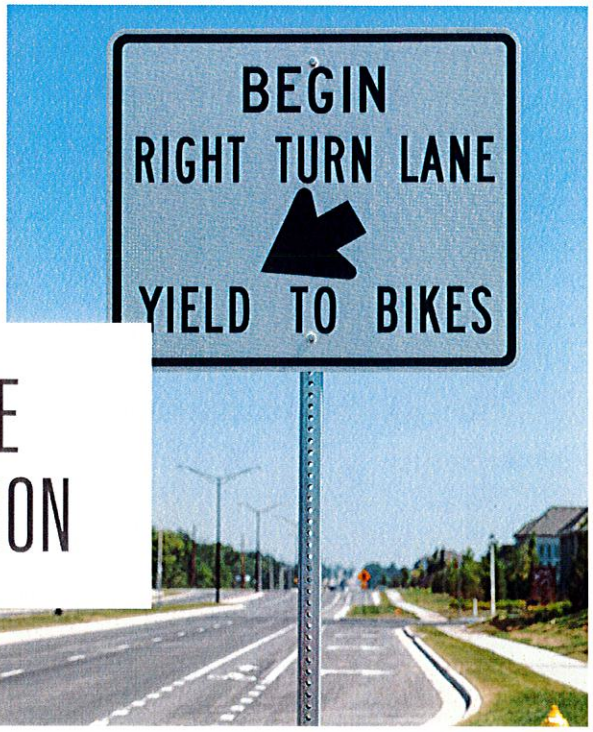
Successful transportation planning efforts incorporate the influences of a variety of important demographic and economic components, including population growth, housing development, employment opportunities, commuting patterns, and a myriad of other factors. Working with the JATSO staff, the cities and counties in the MPO boundaries, and statewide projections, Olsson will develop projected demographics for the area forecasting out to a minimum horizon year of 2050. Interim planning periods could also be identified.

A well-thought-out MTP, based on close evaluation of existing demographic data and developed data projections, will adequately respond to future growth and meet the roadway and transportation infrastructure needs of current and future residents, visitors and commuters. This data-driven approach requires gathering detailed information from several sources. For example, we will work closely with staff to gather specific local demographic and economic information, including the location and scale of future residential developments and employment centers. Meaningful application of demographic or economic data in the MTP may include the following:

- **Population Growth.** Evaluation of local and regional growth projections and data on population growth by age (school age, working age, retirees) will help identify where (school, work, medical facilities) and when (weekdays / times of day on the road) travel demands will occur.
- **Equity.** Understanding the location and needs of minority and low-income populations in the community, and assuring that recommended transportation projects cause disparate impacts or disproportionate burdens to these populations.
- **Housing.** Knowledge of where housing development is anticipated to occur, how many units may be developed, and what type of housing (single-family, multifamily) is anticipated are important inputs into identifying various transportation needs.
- **Employment.** Details on the location, type (local retail or larger regional attraction), and number of projected future jobs will also play into sound transportation planning.
- **Commuting Data.** The U.S. Census Bureau and others have detailed information about the scale of people moving into and out of the JATSO region and directions of travel for commuters and others. That information provides a good sense of the mobility of the regional population.

PHASE 6





DEVELOPMENT OF FUTURE VISION OF TRANSPORTATION

Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Like the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will use the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements.

The street cross-sections and basic right-of-way requirements will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and a set future horizon (year 2050 or later) and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, and autos).

To assist in preparing for the future, we propose engaging residents and stakeholders to develop a vision for how they want the region to grow through Scenario Planning, which seeks to determine what type of growth the community wants and helps communities within the region understand the implications for land use, transportation, revenues, and costs of various types of growth.

Facilitating scenario planning will include assuring that the stakeholders understand the process and achieving their buy-in for the resulting scenarios. The outcome of the scenario planning process will include a list of recommended improvements and new projects for the transportation network to prepare for the future vision. This will allow the region to know where and when to make necessary investments.

When successfully conducted, scenario planning establishes a performance-based planning process that provides a better link to the overall improvement program, gives credibility to the proposed solutions, and allows the community to be better prepared for possible challenges and opportunities. Well-thought-out future scenarios inspire thinking about issues that could affect a region's vitality, quality of life, or environment. Some example scenarios could include:

- **Trend Scenario.** Continue recent trends in growth and transportation investments
- **High Density Scenario.** Aggressive high-density development and redevelopment within key corridors
- **Technology Scenario.** Aggressive pursuit of emerging transportation technology integration
- **Community Vision Scenario.** Integrate individual community and agency visions

Developing a plan with specific data-driven outcomes, specific strategies, and identified funding revenues will provide future guidance to city staff and elected officials. The Olsson team's strength is knowing the appropriate planning and preliminary engineering steps necessary for project advancement. Our team is also prepared to incorporate performance measures and targets for this MTP.

Olsson will work with a transportation model (either updating the old model or with a new platform) to determine what scenarios or network changes may be necessary to analyze the future network changes. The model provides us the ability to see what volume levels and capacity needs might occur in the future and to identify locations where additional capacity could be considered and the impact that capacity will have on multimodal strategies.

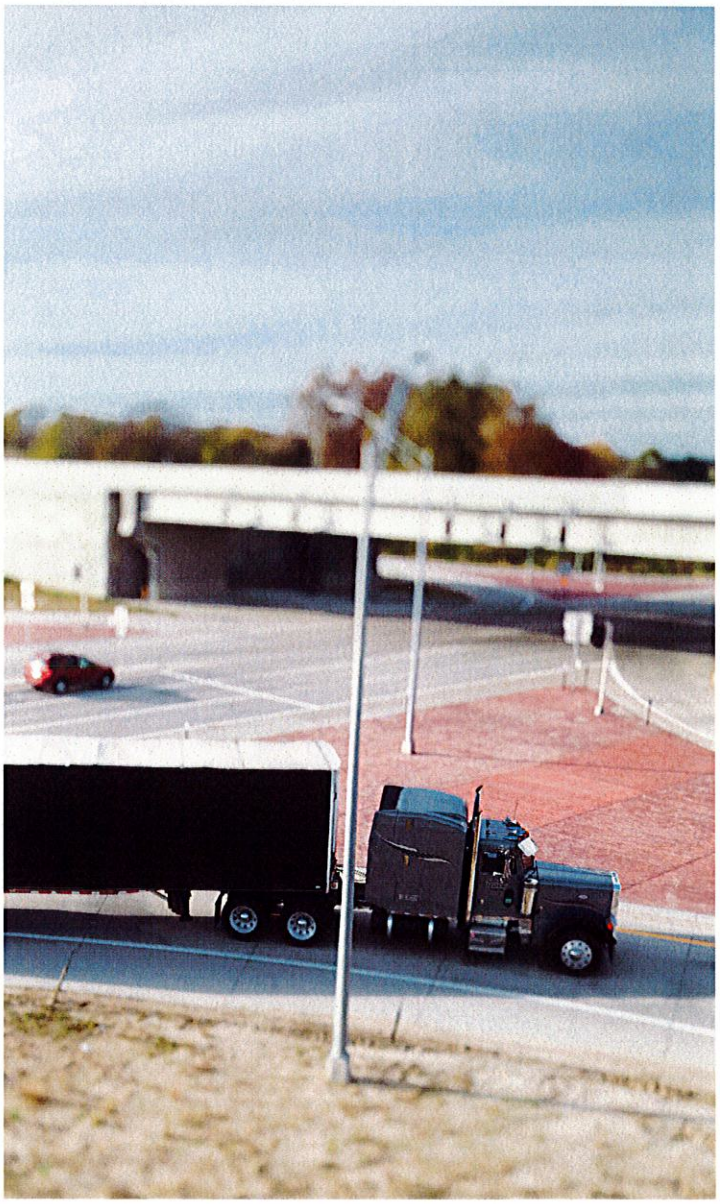
Consistent with the existing conditions analysis, Olsson will use a general planning LOS analysis to identify roadway segments approaching, at, and over capacity. Corridors and locations found to be operating over or near capacity will be further analyzed to identify potential mitigation measures. These measures could include Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity, new roadway capacity, or support for alternative transportation improvements. Olsson will use the model outputs to evaluate performance measures and develop a recommended future network.

We will use the multimodal LOS approach to balance the analysis across all the modes and look to refine and modify the layered multimodal networks developed as part of the existing conditions analysis.

The street cross-sections and basic right-of-way requirements will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and the future and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, aviation, and autos).

The street cross-sections and basic right-of-way requirements will be developed for each street typology and will adhere to Complete Streets policy and design approaches to assure each typology is planned, designed, operated, and maintained to enable safe, convenient, comfortable connections for all modes of travel, ages, and abilities. Using Complete Streets policy and design approaches within the MTP will promote safe multimodal options for the Joplin metropolitan area. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and the future and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, aviation, and autos).





PHASE 7

RECOMMENDATIONS & DELIVERABLES



Current funding for the city's transportation system and infrastructure comes from various sources, including several taxes and fees applicable to residents, one-time grants, and other sources. However, the revenues generated by the transportation program do not currently cover the program's expenditures; therefore, costs associated with the actions included in the MTP are likely to require the city to identify and obtain additional funds to pay for future capital improvements. The MTP will incorporate information regarding potential sources of funding from state and federal agencies and additional funding opportunities that could be developed from within the city.

Sound financial planning for transportation projects means putting monetary resources toward the right project at the right time. The MTP will work to make sure the funds available provide the best return on the region's investment in terms of reduced congestion, safety, and timing of expenditures. Evaluation of demographic, economic, and travel demand data will provide specific information about where and when to spend the money available. That information will play into the recommended schedule of future actions and transportation developments outlined in the MTP.

The MTP will conclude with the documentation of the recommendations for the integrated transportation network. The future transportation needs will require planning-level cost estimates to assist staff in budgeting and prioritizing the projects. These estimates will anticipate total project costs (engineering, right-of-way acquisition, construction, and construction administration).

The proposed typical sections and project lengths generated by the master plan will be used as a starting point for the development of these cost estimates, which will then be adjusted, taking into consideration other items that can significantly impact costs like unusual topography (resulting in significant cuts or fills), bridges, and major utility relocations.

The Plan will also include a review and evaluations of projects completed from the last MTP completed in 2020, as a way of understanding how these projects were beneficial to the community, how they were ultimately funded, and the lessons that can be learned for the new MTP process.

Refined into its purest form, a plan is an outline for future actions. It is our job as your partner in this effort to develop a systematic approach to implementing the activities that have been identified by the community and to clearly communicate the necessary actions to achieve these goals. Partnering with other improvement projects will be an important factor in achieving your goals within the limitations of budget and available right-of-way. Too often, plans become aspirational to the point that little to no implementation may occur within the available budget of a community.

ESTIMATED TIMETABLE

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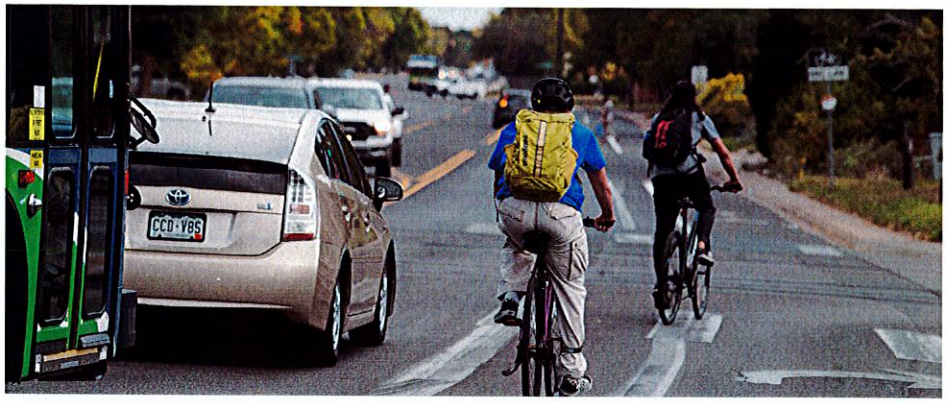
ESTIMATED TIMETABLE



	MONTHS									
	1	2	3	4	5	6	7	8	9	10
Community Engagement Kickoff Meeting	●									
Technical Advisory Group		●	●		●			●		●
Citizen Focus Group			●		●	●		●		●
Open House / Mobility Event			●				●		●	
Goals, Objectives, & Performance Measures		●	●	●						
Existing Conditions / Inventory Analysis	●	●	●							
Transportation Modeling Software Evaluation	●	●								
Stakeholder Interviews			●	●						
Demographic Projections			●	●	●					
Development of Future Transportation Plan					●	●	●	●	●	
Recommendations & Deliverables							●	●	●	●
Adoption										●



STAFF RESOURCES & SPECIALTIES

olsson®



STAFF RESOURCES



Staff resources are the backbone of Olsson and drives productivity, innovation, and overall success. Our transportation planning staff resources provide significant benefits to clients by assuring that projects are executed efficiently and effectively. With a team of skilled planners, engineers, and public engagement specialists, the City of Joplin can expect comprehensive and well-coordinated transportation solutions tailored to your specific project needs.

Our professionals bring a wealth of knowledge and experience, enabling them to anticipate potential challenges and develop innovative strategies to address those. By leveraging the expertise of our transportation planning staff, our clients can achieve optimal project outcomes, including improved traffic flow, enhanced safety, and sustainable development. Additionally, the collaborative approach of our teams fosters strong communication and partnership with clients, so their goals and expectations are met throughout the project lifecycle.

We have the advantage of having multiple firmwide experts who have a deep pool of resources.





RANGE OF SPECIALITIES

We offer comprehensive design solutions for infrastructure projects, and we specialize in those involving multiple services and disciplines. What we do improves communities, which is why we pay meticulous attention to every detail of your project. From start to finish.

Planning & Design

Community Planning / Landscape Architecture / Master Planning / Program Management / Site Design / Transportation Planning

Engineering

Civil Engineering / Electrical Engineering / Mechanical Engineering / Structural / Engineering Geotechnical

Environmental

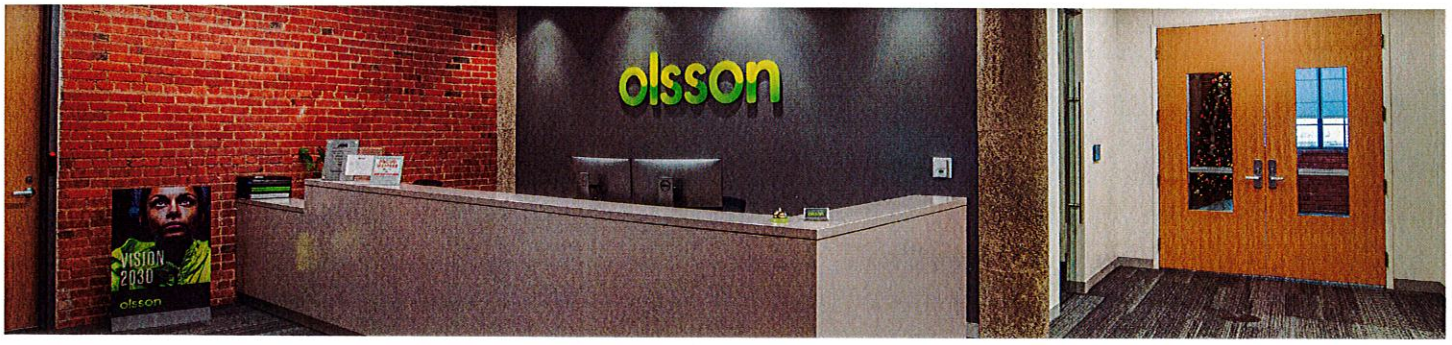
Air Quality / Environmental Planning & Permitting / Hydrogeology / Remediation

Field Services

Construction Management / Drilling / Materials Testing / Nondestructive Testing / Special Inspections / Surveying

Technology

Geographic Information Systems / Intelligent Transportation Systems / Project Visualization / Systems Engineering / Traffic Management Systems / Utility & Industrial Automation



PROJECT TEAM RESPONSIBILITIES

olsson®

OUR TEAM



DENNY BLIND, PLA
Project Manager



CLAYTON CRISTY, PE, CFM
Deputy Project Manager



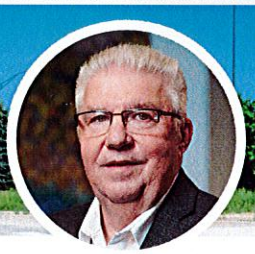
JACK SCHALLER, PE
Quality Control/ Client Liaison



SHAWN STRATE, AICP
Task Lead – Transit



KYLE MCLAUGHLIN, AICP
Task Lead – Active Transportation



STEVE STOCKAM
Task Lead – Aviation



ANDY BREWER, PE, PTOE
Task Lead – Rail/Freight/Auto



SHELBY FERGUSON
Task Lead – Community Planning/Engagement



LAUREN HILDRETH
Public Engagement



VIVIAN FUNG, AICP
Planner



TED RITSCHARD, PE
Planner



AURY KANGELOS
Grants/ Funding Analysis



DENNY BLIND

Project Manager

EXPERIENCE SUMMARY

Denny brings more than four decades of planning, design, and implementation of multimodal projects across the U.S. The vast majority of his experience has involved the management of multidisciplinary teams, extensive public engagement, detailed financial analysis, and the development of creative design implementation strategies.

PROJECT EXPERIENCE

- City of Joplin, JoplinCONNECTED Metropolitan Transportation Plan; Joplin MO
- City of Joplin, Active Transportation Plan; Joplin, MO
- Mayes County, Safety Action Plan; Mayes County, OK
- Mayes County, Safe Routes to School Plan; Mayes County, OK
- Mayes County, Bicycle and Pedestrian Action Plan; Mayes County, MO
- City of Greeley, Safes Routes to School Strategic Plan; Greeley, CO
- City of Bennet, Safety Action Plan; Bennet, NE
- City of Oklahoma City, Northwest Corridor Multimodal Transportation Corridor Concept Plan; Oklahoma City, OK*
- City of Fishers, Hoosier Heritage Port Authority Strategic Business Plan; Fishers, IN*

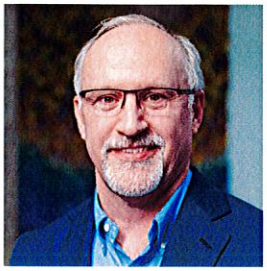
** Previous Firm Experience*

EDUCATION

- M.S., City Planning, Georgia Tech
- B.S., Landscape Architecture, Purdue University
- A.S., Construction Management, Purdue University

CERTIFICATIONS & ASSOCIATIONS

- Rails to Trails Conservancy
- League of American Bicyclists



CLAYTON CRISTY, PE, CFM

Deputy Project Manager

EXPERIENCE SUMMARY

Clayton is a leader with experience in all-things engineering—including transportation engineering, municipal infrastructure design, residential and commercial development, water distribution, and wastewater management. His understanding of requirements for a project successful involves assembling the team, identifying a realistic budget and schedule, and building relationships with project stakeholders.

PROJECT EXPERIENCE

- City of Joplin, 20th Street, Main Street to Connecticut Avenue; Joplin, MO
- City of Joplin, 32nd Street Improvements; Joplin, MO
- City of Joplin, Capital Improvement Projects (CIP) Master Plan; Joplin, MO
- City of Joplin, CDBG-DR Main Street Improvements; Joplin, MO
- City of Joplin, Sidewalk, Curb, and Gutter Americans with Disability Act (ADA) Improvements; Joplin, MO
- City of Joplin, Trails; Joplin, MO
- Village of Airport Drive, On-call Engineering Services;
- General Mills, Overhead Semi-trailer Inspection Station and Entrance Improvements; Joplin, MO

EDUCATION

- B.S., Civil Engineering, Missouri University of Science and Technology

REGISTRATIONS

- Professional Engineer (PE): AR, KS, MO, OK

CERTIFICATIONS & TRAINING

- Certified Floodplain Manager (CFM)



JACK SCHALLER, PE

QC/Client Liaison

EXPERIENCE SUMMARY

Jack's engineering expertise revolves around transportation and water projects. He is highly sought after internally and externally for his quick reaction to hone in and problem solve — providing efficient, proactive solutions for the team and clients. Jack often serves as a client liaison because of his responsiveness and ability to coordinate multiple teams firm-wide.

PROJECT EXPERIENCE

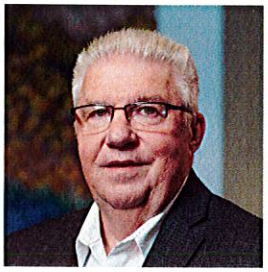
- City of Joplin, JoplinCONNECTED Metropolitan Transportation Plan; Joplin MO
- City of Joplin, Capital Improvement Projects (CIP) Master Plan; Joplin, MO
- City of Joplin, 11th to 15th, Main Street; Joplin, MO
- City of Joplin, 32nd and Indiana Northbound Turning Lane and Signal; Joplin, MO
- City of Joplin, 20th Street Improvements; Joplin, MO
- City of Joplin, Main Street Improvement; Joplin, MO
- City of Joplin, Capital Improvements Projects Program Consisting of 21 Transportation Projects; Roadway Widening to New Interchanges; Joplin, MO
- City of Joplin, 32nd Street Widening from Schifferdecker Avenue; Joplin, MO
- City of Joplin, TIGER Grant Reporting and Training; Joplin, MO

EDUCATION

- B.S., Civil Engineering, Missouri University of Science & Technology

REGISTRATIONS

- Professional Engineer (PE): AR, KS, MO, and OK



STEVE STOCKAM

Task Lead – Aviation

EXPERIENCE SUMMARY

As the former airport manager of the Joplin Regional Airport in Joplin, Missouri, Steve is passionate about transportation, specifically aviation. He seeks to provide operators, tenants, and users with best-in-class facilities and services. Steve worked directly with airlines, tenants, regulatory agencies, and other city departments to make sure the airport operated at peak efficiency.

Currently, Steve is the acting chairman of the State Aviation Advisory Committee, a national policy board member of the United States Contract Tower Association (USCTA), and an executive board member of the Missouri State Aviation Council (MoSAC).

PROJECT EXPERIENCE

- City of Joplin, JLN On-Call Regional Airport Management; Joplin, MO
- City of Bolivar, M17 Municipal Airport; Bolivar, MO
- City of Grove, GMI Regional Airport; Grove, OK
- City of Manhattan, MHK Regional Airport; Manhattan, KS
- City of Muskogee, MKO Muskogee-Davis Regional Airport; Muskogee, OK
- City of Poplar Bluff, POF Municipal Airport; Poplar Bluff, MO

EDUCATION

- A.S., Mechanical Design, Missouri Southern State College



SHAWN STRATE, AICP

Task Lead – Transit

EXPERIENCE SUMMARY

Shawn is a seasoned transportation planner who specializes in public transit services, operations, and infrastructure. Currently leading transit planning efforts, he evaluates the feasibility of new services, optimizes existing ones, and develops a long-term vision for future transit needs. Shawn also plans for bus stops and other essential infrastructure. With 14 years of experience in both the public and private sectors, Shawn brings a unique understanding of the opportunities and challenges that Joplin faces.

PROJECT EXPERIENCE

- City of Springfield, ConnectSGF Transit Optimization Study; Springfield, MO
- City of Columbia, Comprehensive Transit Study; Columbia, MO
- Mid-America Regional Council (MARC), Independence Transportation for All Plan; Independence, MO
- Ozark Regional Transit Authority, Bus Stop Enhancements, and Transit Facilities Planning; Springdale, AR
- KCATA, RideKC Next Implementation Assistance; Kansas City, MO
- City of Moore, Public Transportation Study; Moore, OK
- City of Joplin, Capital Improvements Projects (CIP) Master Plan; Joplin, MO

EDUCATION

- Master of Urban Planning, University of Illinois – Urbana-Champaign
- B.S. Political Science; Geography, Oklahoma State University

CERTIFICATIONS & TRAINING

- American Institute of Certified Planners (AICP)



KYLE MCLAUGHLIN, AICP

Task Lead – Active Transportation

EXPERIENCE SUMMARY

Kyle is a regional planner, specializing in transportation and mobility along with land use and corridor planning. His expertise spans across a variety of communities, from metropolitan areas to distinct tribal groups. His portfolio includes projects for small area plans and comprehensive city-wide multi-modal strategies. Kyle is a strong advocate for sustainable, resilient, and equitable planning. His primary goal is to enhance the quality of life for residents. His plans strive to integrate aspects of connectivity, resource allocation, and climate resilience, making them strategic road maps for the future.

PROJECT EXPERIENCE

- City of Colorado Springs, ConnectCOS Transportation Master Plan; Colorado Springs, CO
- City of Omaha, Revolutionizing Roadway Safety and Efficiency in the Omaha Metro Area, Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Application; Omaha, NE
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- Douglas County, Transportation Master Plan; Douglas County, CO
- The Central Oklahoma Transportation and Parking Authority, On-Call Transportation Planning Services; Oklahoma City, OK

EDUCATION

- M.C.R.P., Community and Regional Planning, University of Nebraska-Lincoln
- M.S., Civil Engineering, University of Nebraska-Lincoln

CERTIFICATIONS & TRAINING

- American Institute of Certified Planners (AICP)



SHELBY FERGUSON

Task Lead – Community Planning/ Engagement

EXPERIENCE SUMMARY

Shelby has more than 15 years of planning experience and is a talented project manager, planner, and public engagement specialist. She has worked on planning and infrastructure projects with communities throughout the United States. She combines her knowledge of urban planning and design to help communities create their visions. As an accomplished public engagement facilitator, Shelby engages diverse sectors of the population to confirm all voices are not only heard, but also incorporated into plan outcomes. Shelby leads project teams and works closely with her clients to confirm project timeliness and success.

PROJECT EXPERIENCE

- City of Joplin, Capital Improvement Projects (CIP) Master Plan; Joplin, MO
- City of Joplin, Ewert Splash Park; Joplin, MO
- City of Lebanon, Plan 2040: Moving Forward for Success; Lebanon, MO
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- City of West Plains, Connect West Plains Comprehensive Land Use Plan; West Plains, MO
- Mid- America Regional Council (MARC), Merriam Getaways Corridor Study; Merriam, KS, Overland Park, KS, and Kansas City, KS

EDUCATION

- B.A., Urban Planning & Design, University of Missouri-Kansas City
- B.S., Housing & Design, Missouri State University

CERTIFICATIONS & TRAINING

- American Planning Association (APA)



LAUREN HILDRETH

Public Engagement

EXPERIENCE SUMMARY

Lauren is a Public Engagement Senior Coordinator with Olsson's Public Involvement team. She's energized by building and maintaining relationships with communities and their stakeholders, and seeks to bring people together to listen, share information, and build consensus. Lauren has coordinated public involvement projects using both online and in-person tools to gain the highest levels of community engagement. She has a keen attention to detail, and an ability to create and follow a plan of action.

PROJECT EXPERIENCE

- Northwest Arkansas Energy and Environment Innovation Comprehensive Action Plan- Northwest Arkansas Regional Planning Commission (NWARPC)
- Muscogee (Creek) Nation Climate Pollution Reduction Program (CPRG); Okmulgee, OK
- Mayes County, Safety Action Plan; Mayes County, OK
- Arkansas Black Mayor's Association, Arkansas Watershed Planning; Helena, Madison, and Forrest City, AR

EDUCATION

- B.A., Communication, Public Relations and Natural Resources Management, University of Wisconsin-Stevens Point



TED RITSCHARD, PE

Planner

EXPERIENCE SUMMARY

Ted is a passionate advocate for transportation investments that serve needs for mobility, quality of life, and economic opportunity. He brings decades of experience delivering diverse planning, design, and construction projects for multimodal transportation solutions. He understands the decisions necessary to find the right solutions and enlist support. Above all, Ted is passionate about helping communities integrate solutions that meet their transportation needs, while also supporting community goals for community character, the environment, and economic opportunity.

PROJECT EXPERIENCE

- City of Colorado Springs, ConnectCOS Project Support; Colorado Springs, CO
- City of Bellevue, Comprehensive Plan Update and Long-range Transportation Plan; Bellevue, NE
- City of Plano, Silver Line Station Areas Plan; Plano, TX
- Douglas County, Transportation Master Plan; Douglas County, CO
- PPACG, Congestion Management Process Update; Colorado Springs, CO
- Whiteman Air Force Base (AFB), Transportation Study; Whiteman AFB, MO

EDUCATION

- B.S., Civil Engineering, Northern Arizona University

REGISTRATIONS

- Professional Engineer: AZ, CO, and UT



VIVIAN FUNG, AICP

Planner

EXPERIENCE SUMMARY

Vivian is a creative and strategic planner with a passion for making communities more livable and vibrant. She is analytical, detail-oriented, and communicative, and will serve as a senior planner on the project. Vivian's experience in land use planning, transportation planning, and placemaking help her to shape communities holistically, and her passion for meaningful and genuine engagement informs her development of plans that reflect the vision and values of communities. She provides expertise in community visioning, community engagement, strategy development, creation of maps and graphics, and implementation planning. Her emphasis is on creating innovative, tailored plans that are designed to be implemented.

PROJECT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- Central Oklahoma Transportation and Parking Authority (COPTA), EMBARK On-call Transportation Planning Services; Oklahoma City, OK
- NCTCOG, Access North Texas Regional Public Transportation Coordination Plan; Various Locations, TX*

** Previous Firm Experience*

EDUCATION

- M.S., City and Regional Planning, University of Texas at Arlington
- B.S., Sociology, Stephen F. Austin State University

CERTIFICATIONS & TRAINING

- American Institute of Certified Planners (AICP)
- Geographic Information Systems Certificate, University of Texas at Arlington



ANDY BREWER, PE, PTOE

Task Lead – Rail/Freight/Automobile

EXPERIENCE SUMMARY

Andy has a wealth of hands-on experience in transportation planning and team management for all facets of transportation engineering in Arkansas and throughout the Midwest. His leadership experience is invaluable for transportation planning, corridor studies, traffic engineering studies, public transportation, multi-modal studies, traffic safety, work zone management, incident management, and other aspects of transportation systems management and operations.

Before joining Olsson, Andy spent 15 years specializing in transportation planning at the Arkansas Department of Transportation (ARDOT).

PROJECT EXPERIENCE

- City of Joplin, JoplinCONNECTED Metropolitan Transportation Plan; Joplin MO
- City of Joplin, Active Transportation Plan; Joplin, MO
- Ozark Regional Transit Authority, Bus Stop Enhancements; Northwest Arkansas City of
- Fayetteville, Railroad Crossing Elimination Grant Application Assistance; Fayetteville, AR
- ARDOT, Transportation Planning and Policy Division, Coordination with Metropolitan Planning Organizations; Little Rock, AR*

** Previous Firm Experience*

EDUCATION

- M.S., Civil Engineering, University of Arkansas
- B.S., Civil Engineering, University of Arkansas

REGISTRATIONS

- Professional Engineer (PE): AR, MO, and TX
- Professional Traffic Operations Engineer (PTOE)



AURY KANGELOS

Grants/Funding Analysis

EXPERIENCE SUMMARY

With a comprehensive skillset in grant processes, award systems management, and grant writing services for public, private, and non-profit entities, Aury brings invaluable expertise to his role. Aury's combination of advanced research methods, statistical training, and effective communication of complex ideas enables him to deliver in the field of infrastructure funding and strategic program management.

PROJECT EXPERIENCE

- City of Fayetteville, Capital Improvement Program Review for Federal Funding Strategy (Ongoing); Fayetteville, AR
- City of Norman, Transportation Program; Norman, OK
- City of North Kansas City, Electric Vehicle (EV) Readiness Plan; North Kansas City, MO
- Northwest Arkansas Regional Planning Commission (NWARPC), Energy and Environment Innovation, Priority Climate Action Planning; Northwest Arkansas Transportation Planning
- Oklahoma Department of Transportation (ODOT), ITS Project Grant Assessment and Funding Strategy US-56 Corridor Improvement; USDOT Rural Surface Transportation Grant Program (2024), $40.6M (pending); Dodge City, KS

EDUCATION

- Ph.D. (ABD), Policy Studies, Clemson University
- Master of Applied Economics and Statistics, Clemson University

CERTIFICATIONS & TRAINING

- Analyzing Data in Tableau (DataCamp)
- Introduction to SQL (DataCamp)
- Python Data Science Toolbox Pt. 1 (DataCamp)

SIMILAR WORK PERFORMED

olsson®

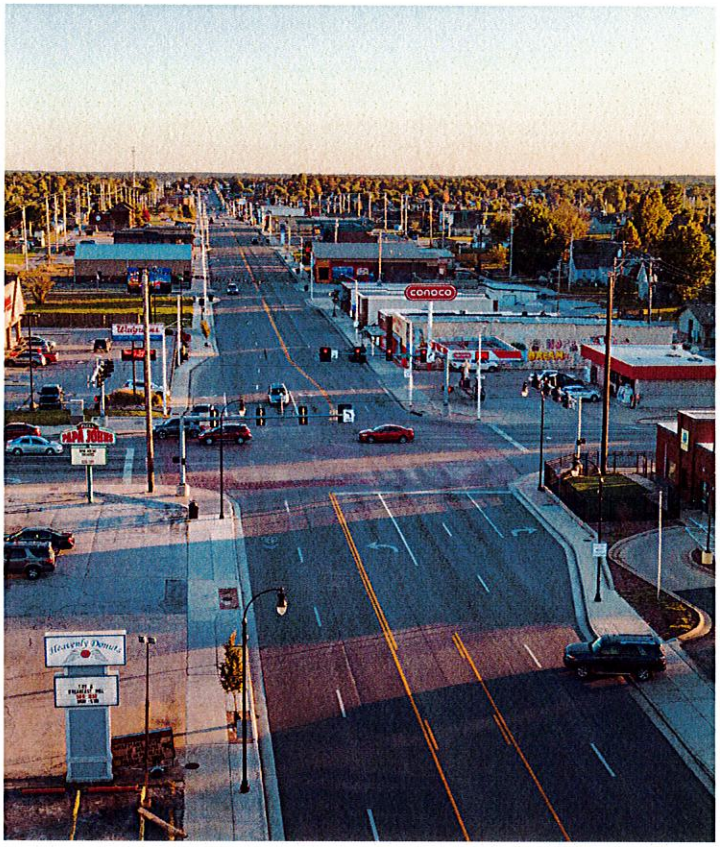
METROPOLITAN TRANSPORTATION PLAN

Joplin, Missouri

Economic development is thriving in Joplin and the growth justified an analysis of the metropolitan area's transportation needs. The Joplin Area Transportation Study Organization (JATSO) turned to Olsson to complete an update of the Metropolitan Transportation Plan (MTP). Our transportation planners dove into studying all modes of transportation, including auto, truck, bicycle, pedestrian, transit, etc. - in and around the City of Joplin.

With the onset of the pandemic in the spring of 2020, Olsson quickly pivoted our outreach and public engagement to online and virtual meetings. The plan was built with the input of numerous stakeholder groups, and hundreds attended the virtual online "open houses" to review materials and provide input. Through this process, and fueled in part by the pandemic, two trends became clear: the desire for increased active transportation connectivity and facilities for pedestrian and bicyclists; and, the lack of widespread broadband options to facility work from home and remote learning. These desires surfaced not only from the general public, but also from chambers of commerce, visitor's bureaus, developers, business owners, and school districts. The stakeholders saw not only the benefit for existing residents and businesses, but the need for these expanded services to attract and retain new employees and residents.

The plan was adopted in 2021.





DATES

2020 to 2021

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

Troy Bolander
Planning and Community Development Manager
417.624.0820 ext. 511
tbolande@joplinmo.org





ACTIVE TRANSPORTATION ASSESSMENT

Joplin, Missouri

Green spaces such as parks, walking areas, and bike trails have always been major attractions in cities. People are becoming more conscious of their health and level of activity, so more attention must be paid to elements of city planning that promote activity and wellness. The City of Joplin is a regional hub for the surrounding area, including southeast Kansas and northwest Oklahoma, and the city understands the potential of this health and wellness trend and the value of exploring the use of bike trails further.

Over the past 10 years, the city has implemented several projects to improve bicycle and pedestrian mobility. To date, these facilities were included in transportation projects scattered around the city. To connect the dots, Olsson worked closely with staff and community members to prepare the active transportation assessment.

DATES

2021

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

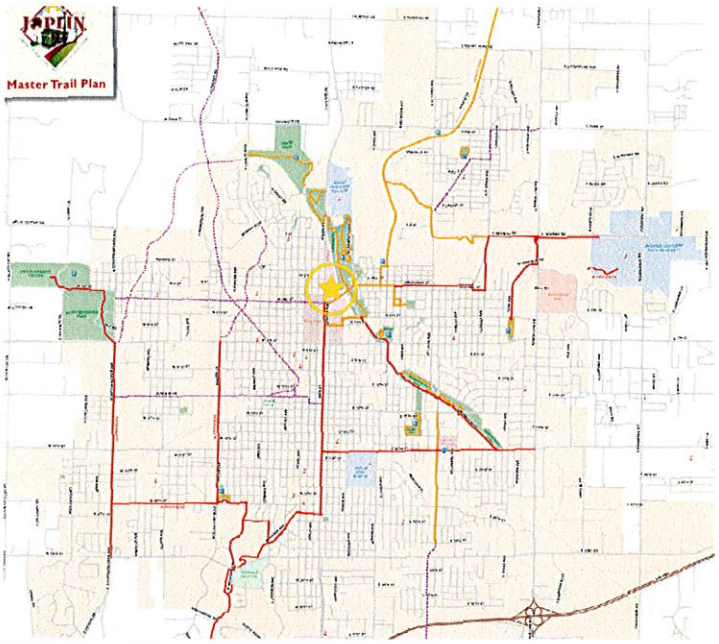
Troy Bolander
Planning and Community Development Manager
417.624.0820 ext. 511
tbolande@joplinmo.org

Olsson's approach includes three major tasks: (1) assessment; (2) engagement; and (3) education and training. The project was initiated in February 2021 with an anticipated completion date of October 2021. The foundation of the assessment is education and training. The consulting team has led two groups of city leaders, staff, and stakeholders on a bike tour through northwest Arkansas to gather firsthand knowledge of the extensive and active transportation network that brings communities together in this part of the state. These tours opened the eyes of city officials, staff, and stakeholders to the many benefits and beauties of an extensive trail system for biking and walking.

With this knowledge, the Olsson team will develop active transportation projects that maximize the City of Joplin's mobility options. The assessment also includes a detailed analysis of the City of Joplin's existing active transportation infrastructure and an extensive public involvement plan. Olsson is providing content for web and social media engagement posts, surveys, webinars, and more, which is designed to educate and engage the City of Joplin community.

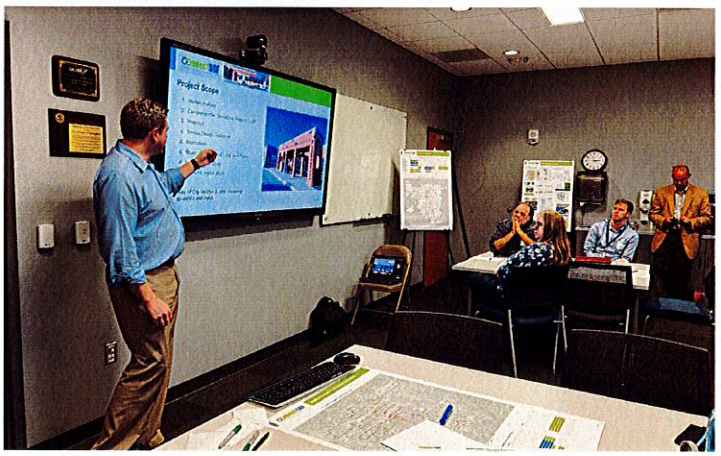
By the end of the assessment, Olsson will deliver complete analyses of safety needs, bicycle and pedestrian demands, design guidelines using proven recommendations for shared-use paths, bike lanes, trails, and more. The final study will explore options for public and private sources of funding, prioritization recommendations, and a complete implementation plan including expansion and development options for the next five years. The goal is to transform the city into a regional destination for bicycling and walking.

In addition to working closely with key city officials throughout the study, Olsson has coordinated with LaneShift in consulting for the project because its niche is active transportation.









CONNECTSGF TRANSIT OPTIMIZATION STUDY

Springfield, Missouri

Olsson recently completed a transit optimization study for City Utilities Transit. This project, branded as ConnectSGF, seeks to improve "The Bus" service operated by City Utilities in both the near term and long-term. The project evaluates existing transit services and recommends improvements to better connect the Springfield community. Olsson's project approach included the following:

DATES

2021 to 2023

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

Matt Crawford
Transit Director
417.831.8702
matt.crawford@cityutilities.net

PROJECT PROFILE

- An in-depth review of transportation needs and the existing transit system.
- A public visioning process to define what the community wants the transit system to be.
- Creation of guidelines and alternatives for improvements to explore multiple options for growth.
- Analysis of multiple fare policy alternatives, including a free fare option.
- Development of Short, Medium, and Long-Term Plans to meet the needs and opportunities discovered during the planning process.
- Determining the impact to paratransit services in terms of operating hours, service area, and costs.
- Documentation of how plan recommendations impact the Springfield economy and residents.

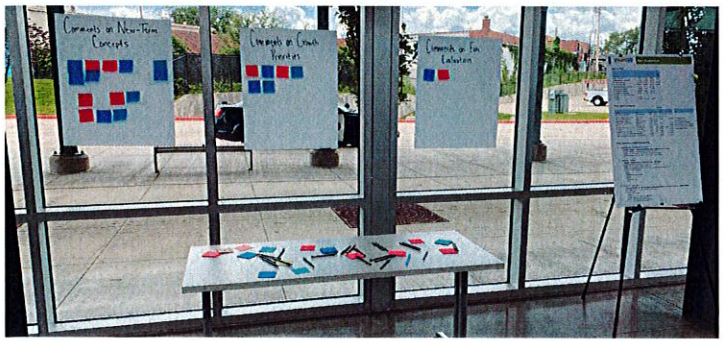
Each phase of the process was supported by public engagement opportunities to support plan development, including service and fare alternatives development and selection and paratransit service impacts and operating considerations.

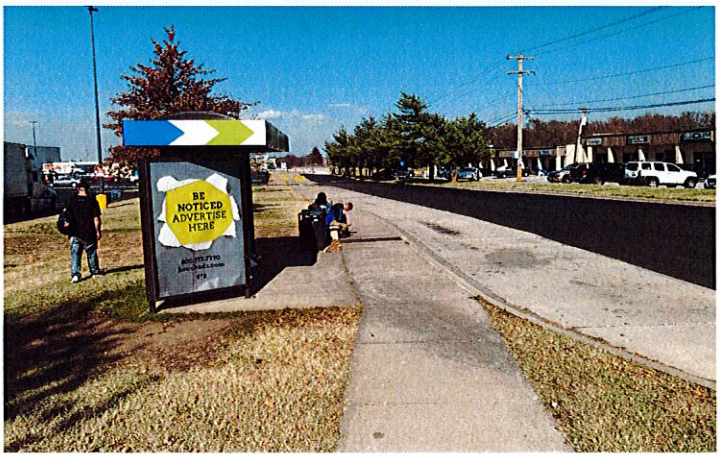
Olsson excels at bringing together large and diverse datasets and connecting these with public input to create a vision for improving transit service over multiple planning horizons. This includes determining feasible fare policy options that balance the need for operating revenue, passenger affordability, and maximizing ridership. These efforts led to a range of alternatives that are rigorously evaluated based on criteria established by project stakeholders, industry standards, and the community's vision.

The Connect SGF plan was adopted in January 2024 and is currently being used by City Utilities to implement near-term service improvements and build support and partnerships for long-term growth of services.









ConnectCOS - TRANSPORTATION PLAN FOR A MOBILE COMMUNITY

Colorado Springs, CO

Olsson worked with the City of Colorado Springs on ConnectCOS. ConnectCOS is an indepth assessment of the state of the Colorado Springs transportation system based on technical analysis and input from the public to establish a long-term plan for assuring the system continues to serve the community well for the next two decades. The process and the resulting plan document the analysis, public input to the process, and outcomes and recommendations necessary to implement this plan.

The transportation plan also supports the vision for the community developed through the public process of PlanCOS, the City's Comprehensive Plan. Adopted in 2019, this community and land use plan documented six key themes – vibrant neighborhoods, unique places, thriving economy, strong connections, reowned culture, and majestic landscapes – on which the community is focused.

ConnectCOS identifies transportation investments that help realize this vision while enhancing existing neighborhoods and activity centers and creating new ones as the city faces expansive greenfield growth. As a car-centric community, the transportation system must serve planned traffic growth, while also supporting new quality neighborhoods and creating safe and efficient mobility for all users. Identified projects were screened and prioritized for a regional sales tax funding initiative that carried 80% voter approval in the November 2022 election.

To learn more, please visit: https://coloradosprings.gov/project/connectcos

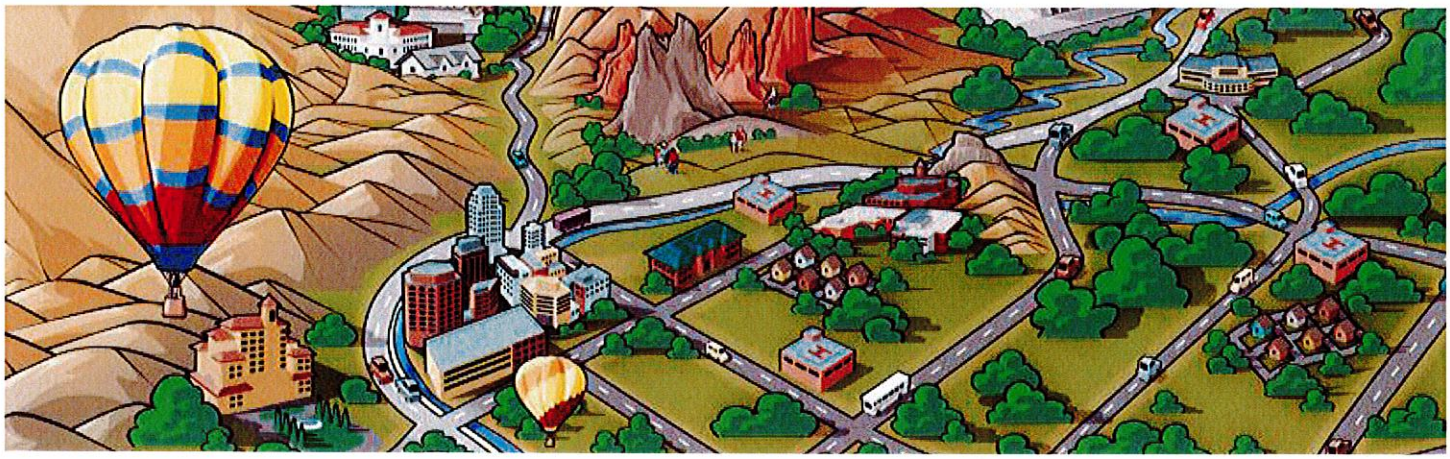
> "The ConnectCOS project team led by Ted Ritschard developed a comprehensive strategy to support the long-range vision captured in our comprehensive PlanCOS. The data-driven process shaped by public comment identified a full palette of multimodal investments including a constrained list of projects for a 10-year program. ***The team's efforts helped earn overwhelming voter support for funding this program through a sales tax initiative.***"
>
> *- Gayle Sturdivant,*
> *Deputy Public Works Director,*
> *Colorado Springs, CO*

DATES
2022

SERVICES
- Planning & Design
- Public Engagement

MARKETS
- Transportation

PROJECT REFERENCE
Gayle Sturdivant
Deputy Public Works Director
719.649.5373
gayle.sturdivant@coloradosprings.gov



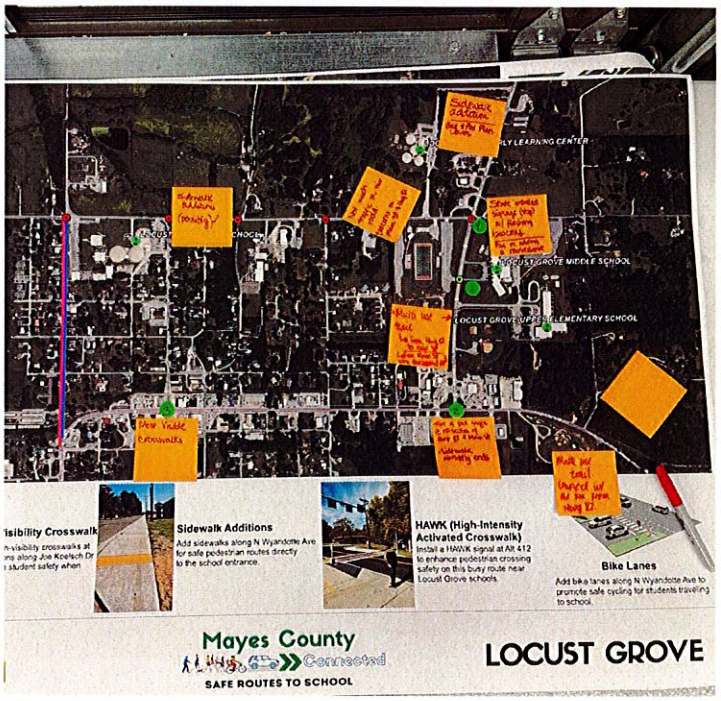


TRAILS ALLIANCE SAFETY ACTION PLAN

Mayes County, Oklahoma

Mayes County was awarded SS4A funding in the 2022 funding cycle and their SS4A application proposed a hybrid approach to preparing the County's Safety Action Plan. This hybrid approach includes the preparing of not only the Safety Action Plan but to leverage the data and results from the SAP into two more documents; a Countywide Bicycle and Pedestrian Master Plan and a Countywide Safe Routes to School Plan.

Mayes County is home to one of the nation's largest industrial parks – MidAmerica Industrial Park. A 9,000 acre park with an employment base of over 4,500. In addition, five of the County's School Districts are also participating in the planning process and the outcome will be a unique, targeted SAP that also addresses safe routes to schools and county-wide bicycle and pedestrian recommendations – all geared to promote safe multimodal transportation options for the residents of Mayes County.



DATES

2023 to 2024

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

Arianna Derr
Chair
918.409.8875
arianna@versiononeconsultingllc.com

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Since Olsson's in-house professionals can fulfill all your project requirements, we won't need to engage a subconsultant.



EXHIBIT A & LOBBYING CERTIFICATION

olsson®

Federal Professional Services/A&E Contract Clauses (Exhibit A)

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties

that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.
No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin

may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232,

section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ Signature of Contractor's Authorized Official

Denny Blind, Senior Planner _____ Name and Title of Authorized Official

January 3, 2025 _____ Date

MARK BID ENVELOPES: "**#2025-RFP-04 - PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE; 10:00 A.M., Friday, January 10, 2025**"

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.
Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Olsson Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official Nathan J. McHargue

Name and Title of Authorized Official Nathan J. McHargue, Government Relations Leader

Date 12/23/2024

COUNCIL BILL NO. 2025-259 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson for Professional Planning Services relating to the creation of the Metropolitan Transportation Plan for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) determines the flow and adequacy of existing traffic routes, identifies potential transportation infrastructure problems, and develops short and long-term decisions about the transportation needs of the JATSO area.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) updates the Metropolitan Transportation Plan (MTP) every 5 years, per the requirements of 23 CFR 450.324 and 49 CFR 613.100, to be eligible to receive federal transportation funds for FHWA, FTA, and FAA projects.

WHEREAS the City of Joplin entered into an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2024, through October 31, 2025, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, CB2024-289.

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

Section 1. That the Agreement with Olsson in the not to exceed amount of One Hundred Eighty-One Thousand Three Hundred Six and 00/100 dollars ($181,306) for professional planning services, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, as Exhibit A, is hereby approved.

Section 2. That the City Manager, or his designee, Director of Planning, Development and Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement, in substantially similar form, by and on behalf of the City of Joplin with Olsson.

Section 3. That this Council Bill shall have an effective date of March 5, 2025.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2025, by a _____ vote.

_____

Keenan T. Cortez Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-608– Evidence Storage System purchase.

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
A. Council Bill 2025-608, **B**. Quote # 147578, **C**. State Contract Letter

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the budgeted purchase of a High-Density Evidence Storage System in the amount of $295,202.93 under Missouri State Contract # CC241766001.

BACKGROUND
This allows for the purchase of a High-Density Evidence Storage System that was approved in the normal budgetary process by Ordinance 2024-151 on October 21, 2024.

FUNDING SOURCE
These payments are included in the FY 2024-25 Police Budget approved by Council.

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

COUNCIL BILL NO. 2025-608 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Southwest Solutions Group, Inc. in the amount of Two Hundred and Ninety-Five Thousand Two Hundred and Two Dollars and Ninety-Three Cents ($295,202.93) for the purchase of a High-Density Evidence Storage System; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

WHEREAS, Southwest Solutions Group, Inc is provider to the City of Joplin, High Density Storage Systems by Missouri State Contract CC241766001; and,

WHEREAS, in the FY 2024-2025 budget process, the Council approved and budgeted funds to cover the purchase of a High-Density Evidence Storage System by Ordinance 2024-151 on October 21, 2024.

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

Section 1. That a purchase order issued to Southwest Solutions Group, Inc, covering the purchase of a High-Density Evidence Storage System, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on March 4, 2025.

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

_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Southwest Solutions Group, Inc.
8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 147578

Date: January 28, 2025
Project # 127309

Quote valid for 120 days.

BILL TO:

Sgt Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

INSTALL TO:

Sgt. Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker	Joplin PD_evidence storage systems_SSG 127309 Budget Quote_1-28-25	Net 30 - Billable upon delivery, payment due in 30 days	10 to 12 weeks (after receipt of order)

127309-1A DRU: Drug and Money

#	DESCRIPTION	
1	Per Drawing: 127309-1A DRU 1-28-2025 BI-FILE MODULAR LATERAL SYSTEM: 4 - Single faced stationary unit, 36” long x 18” deep x 97 1/4” high with 9 openings per face. Overall Height is 102 1/8". 5 - Single faced moving unit, 36” long x 18” deep x 97 1/4” high with 5 openings per face. Overall Height is 102 1/8". HD MOBILE SYSTEM: 3 - Double faced moving unit, High Capacity Hand Crank System, 9' 6” long x 36” deep x 109 1/4” high with 6 openings per face. Overall Height is 116 1/4". Complete grouted structural rail, ramp and plywood floor system will be provided under the entire system, ready for tiles or carpets by others. Exposed ends of the units will be finished with a laminate face panel, your choice of manufacturer’s standard colors. Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified. Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result. Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase. Priced per State of Missouri Contract CC241766001	$48,542.41

Subtotal:	$48,542.41
Plus, Applicable Sales Tax:	
Total:	**$48,542.41**



Southwest Solutions Group, Inc.
8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 147578

Date: January 28, 2025
Project # 127309

Quote valid for 120 days.

BILL TO:

Sgt Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

INSTALL TO:

Sgt. Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker	Joplin PD_evidence storage systems_SSG 127309 Budget Quote_1-28-25	Net 30 - Billable upon delivery, payment due in 30 days	10 to 12 weeks (after receipt of order)

127309-2A EVI: Evidence Storage

#	DESCRIPTION	
2	Per Drawing: 127309-2A EVI 1-28-2025 HD MOBILE SYSTEM: 12 - Double faced moving unit, High Capacity Hand Crank System, 19' 6" long x 36" deep x 109 1/4" high with 6 openings per face. Overall Height is 116 1/4". 1 - Double faced stationary unit, 19' 6" long x 36" deep x 109 1/4" high with 6 openings per face. Overall Height is 116 1/4". Complete grouted structural rail, ramp and plywood floor system will be provided under the entire system, ready for tiles or carpets by others. Exposed ends of the units will be finished with a laminate face panel, your choice of manufacturer's standard colors. STATIC SHELVING 1 - 4-Post Shelving unit, 21' 6" long x 24" deep x 112 1/4" high with 6 openings per face, 48" section with 10 openings. 1 - Wide Span Shelving unit, 8' 0" long x 48" deep x 108" high with 5 Shelving level with metal deck. 1 - Wide Span Shelving unit, 17' 0" long x 24" deep x 108" high with 5 Shelving level with metal deck. Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified. Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result. Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase. Priced per State of Missouri Contract CC241766001	$246,660.52

Subtotal:	$246,660.52
Plus, Applicable Sales Tax:	
Total:	**$246,660.52**

Financing options available. Click here to apply.

We accept Credit Cards and eChecks.

Credit Card payments over $25,000 are subject to a 2.50% Convenience Fee. No Convenience Fee on eChecks. Southwest Solutions Federal Tax ID #: 75-2703228

Authorized Signature: Date: P.O. #:



Southwest Solutions Group, Inc.
8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

SOUTHWEST SOLUTIONS GROUP
business efficiency systems

Quote # 147578
Date: January 28, 2025
Project # 127309

Quote valid for 120 days.

Scope of Work

The following are the responsibilities of Southwest Solutions Group (SSG) and Client to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the equipment or services pricing and will be the responsibility and at the expense and liability of Client.

BY SSG

TYPE	DESCRIPTION
General	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of: $5.00 per hundred weight per month up to 90 days. $7.50 per hundred weight per month over 90 days.
Direct Ship	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty.
Design	Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

BY CLIENT

TYPE	DESCRIPTION
Receipt of Freight	Quote is based on standard truck delivery directed to a dock facility that is designed to receive freight. All other special services, such as, but not limited to: Pre-notification prior to delivery, limited access/non-commercial, residential, government, school deliveries, lift gate, inside deliveries, etc. are available for additional charges and will be billed accordingly.
Direct Ship	Indicate any lift gate, limited access, special delivery requirements to SSG for coordination of freight services.
Drawing Approval	Approve and sign SSG provided design drawing so that materials can be ordered to meet delivery and installation schedule. Design drawing will include "in space" representation of the equipment and its requirements. **Lead times begin after receipt of drawing approval.**
Access to Work Area	Provide unobstructed space within the site of installation to permit the incorporation of the systems as shown on any drawings that form a part of this Agreement. Prepare the work site to permit the unloading, installation, testing and acceptance of the equipment. If area is not precleared prior to installer's arrival, additional charges will be applied. Provide hoisting and elevator services for SSG equipment and personnel.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances. Provide sprinkler and fire safety devices including sprinkler design. Ensure that all equipment will pass through building access doors or other openings as necessary.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform SSG at least 4 weeks prior to shipping time to delay shipment from factory. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Project Delays	It is the responsibility of the client to inform SSG at least 4 weeks prior to acknowledged ship date. If the installation site is not ready when scheduled work is to be performed and our technicians have been dispatched, a $325.00 trip charge will be added. Please provide a minimum of 72 hours notice to reschedule installation. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Loading of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by SSG's moving teams.
Product Training	Provide personnel for a scheduled product training session. Includes one training session for staff.

HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Floorless Requirements	Floorless High-Capacity System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail's locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Recessed Rail Requirements/Foundation Preparation	Provide backfill of cement into troughs. Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment. It is recommended that the slab have a minimum thickness of 5" with a capacity rating of 4,000 PSI. Verify that the concrete slab possesses the minimum levelness specification of ¼" over a 20' span. Provide location information of any conduit or post-tension cables running through concrete floors (drilling may be required). Sonogramming or X-Ray of floor not included.
Electrical Preparation	If hardwired electrical system is selected, provide dedicated 120 VAC, 60 HZ, 20-amp circuit that must be hardwired by a certified electrician compliant with local Electrical Codes. If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20-amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on moving system design.

CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Electrical Preparation	Provide all electrical utility outlets and wiring as required and as noted on drawing supplied by SSG. Provide suitable electric current, lighting, compressed air, water, heat, precise power, and air drop locations as required for installation, testing, acceptance, and operation of the system. Client is to supply power drops from the plant power supply up to, and including, disconnects at each control panel. All power and hardware shall be in accordance with the applicable electrical codes.
Material Handling Responsibilities	Perform unloading and carting of materials and equipment by appropriate personnel from the common carrier to a safe storage area at the installation site. (Unless this service is accepted as proposed on the price page of this Agreement.) Machine crates to remain unopened until technicians' arrival. Collect and remove all packing materials from equipment shipping. SSG is responsible to maintain a clean work area and place trash in Client provided containers. SSG personnel will provide and operate lift truck equipment within Client's facility. Provide hoisting and elevator services for SSG equipment and personnel.
Vertical Storage Training	Ensure that Client's personnel attend and participate in scheduled training sessions. Includes one training session for staff.
Loading of Vertical Storage	Perform installation of any trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed. Provide for the physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.

Southwest Solutions Group, Inc.
8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

SOUTHWEST SOLUTIONS GROUP
business efficiency systems

Quote # 147578
Date: January 28, 2025
Project # 127309

Terms, Conditions & Warranty

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal ("Customer") relating to the installation of that certain equipment more fully described above (collectively, the "Equipment").

1. WARRANTY.
   (a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear.
   (b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.
2. LIMITATION OF LIABILITY.
   (a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
   (b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.
3. BASIS OF BARGAIN. The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.
4. INDEMNIFICATION. Customer hereby agrees to indemnify, defend, and hold harmless SSG from and against any and all claims, suits, causes, actions, liabilities, damages, expenses, legal fees, and obligations of any kind arising out of or from, either directly or indirectly, Customer's breach of any provision, term, or condition of this proposal.
5. NOTICE. All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.
6. SECURITY INTEREST. Until such time as SSG has been paid in full for the Equipment and all related installation services, regardless of whether or not any invoice may be disputed by Customer, Customer hereby grants to SSG a security interest in the Equipment and authorizes SSG to perfect such security interest through the filing of Uniform Commercial Code financing statements. Customer agrees to cooperate with all reasonable requests of SSG relating to the granted security interest and, should SSG opt to exercise its rights of recovery of the Equipment for failure of Customer to pay for the same, Customer shall permit SSG entrance to the facilities where the Equipment is located upon reasonable notice of the same and during reasonable hours.
7. MISCELLANEOUS.
   (a) Governing Law; Venue. This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. Any dispute arising under this Agreement shall be subject to exclusive jurisdiction and venue in Denton County, Texas.
   (b) Late Fees; Disputes. All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.
   (c) Entire Agreement. This proposal constitutes the entire agreement of the parties and supersede any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.
   (d) Amendment. This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.
   (e) Successors and Assigns; Assignment. This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.
   (f) Waiver. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.
   (g) Severability. In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.
   (h) Survival. Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.
8. CANCELLATIONS. Southwest Solutions Group, Inc. will accept cancellation of firm orders prior to completion of delivery and installation, subject to the following conditions:
   (a) The notice of cancellation must be in writing by the customer to SSG.
   (b) SSG will use reasonable commercial efforts to cancel any firm order(s) for materials which have been submitted by SSG to the manufacturer or supplier related to the cancelled customer order:
      (i) To the extent that any firm order(s) for materials to the manufacturer or supplier are cancelled without cost to SSG, the same will be cancelled and removed from the customer order. Otherwise, any cost of such cancellation will be borne by the customer.
      (ii) Please note that automated solutions are custom designed to meet the customer's exact specifications. As such factories often impose cancellation fees after an order has been placed with the manufacturer. Any such cancellation fees will be borne by the customer.
      (iii) For products that have shipped from the source for which a return is allowed by the manufacturer or supplier, the cost of return shipping shall also be borne by the customer.
   (c) If the cancelled order included delivery and installation, the cost of all delivery and installation services provided up to the date of cancellation will be borne by the customer.
   (d) A minimum charge of 50% of the original purchase order price will be imposed for changes or cancellation.
   (e) Southwest Solutions Group, Inc. will not accept returns for materials delivered to the customer and installed (whether by SSG or others).

Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, Wisconsin, USA 53538-2798
Tel: 920-563-6362 | Fax: 920-563-2702
www.spacesaver.com

January 29, 2025

Sgt. Shawn Dodson
Joplin Police Department
303 E 3rd St.
Joplin, MO 64801

Re: Spacesaver Corporation Representation

Dear Sgt Dobson:

Spacesaver distributes its products through a network of Area Contractors. Each Spacesaver Area Contractor under obligation and contract is required to sell, service and install Spacesaver High Density Mobile Storage Systems, compact shelving and storage products in their given Primary Area of Responsibility. Southwest Solutions Group has sole authority of these responsibilities in western Missouri, which includes Joplin.

Spacesaver specifies that all installations must be performed by factory trained and certified technicians. I confirm that Southwest Solutions Group is the only Spacesaver authorized installation / service technicians certified to install, service, move or add on to any new or existing Spacesaver system in their primary area of responsibility. Any existing Spacesaver system must be moved by a factory trained and certified Spacesaver installer in order to maintain its warranty and the availability of parts.

As our representative in Missouri, Southwest Solutions Group is our authorized dealer for Spacesaver products and services in the area. Southwest Solutions Group is our authorized agent for the receipt of purchase orders and authorized to process payments under the Spacesaver Missouri contract no. CC241766001.

Southwest Solutions Group has been our Area Contractor for twenty-seven years. We are pleased to have this firm represent Spacesaver and to have their experienced staff available locally to address your product and service needs. Spacesaver Corporation thanks you for your interest in our products and services.

Sincerely,

SPACESAVER CORPORATION

Laurel Harrison
Executive Vice President

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-252 – Right-of-way Vacation

MEETING DATE:
January 6, 2025

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:
Not applicable for this item.

SUMMARY REQUEST:
Case 039-24: An alley located at 1036 S Range Line Rd – Alley Vacation – A request to vacate a portion of alley right-of-way – Seneca Enterprises MO, LLC

BACKGROUND:

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

PLANNING & ZONING COMMISSION TESTIMONY:

Max DiCarlo and Andy Seemiller represented the case. They explained that they addressed previous concerns by changing their plan to no longer utilize the roll over curb. Instead, they will be having the area striped.

PUBLIC COMMENT;

Morris Glaze and Darieus Adams spoke in support of the vacation. Mr. Glaze had 43 years of prior experience in the trucking industry and dispatching trucks.

Martha Pope, Norman Cramer, Matt Kincaid, Brett Faubion, and Geary Williams spoke in opposition of the case. Ms. Pope was concerned about traffic on Frost Ave. Mr. Cramer said the trucks will not be able to make the turn. Mr. Kincaid stated he was a truck driver and a farmer. He spoke about the turns and traffic and displaced storm water. Mr. Bellairs replied that all new developments are required to address the stormwater impact. Mr. Williams stated there was a camera placed on his property that he did not authorize and was concerned with traffic.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-252
Planning & Zoning Commission recommends approving Case 039-24 (4 in Favor, 3 Opposed, 0 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 039-24 A request to vacate alley right-of-way.

APPLICANT Seneca Enterprises MO, LLC

REPRESENTATIVE First Street Development, LLC

LOCATION 1036 S Range Line Rd

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 20′X120′

REASON FOR VACATION

The owner of the property located at 1036 S Range Line Rd also owns the property west of the alley. They wish to vacate this portion of the alley right-of-way so that they can run their drive through it. There will be alternative access by rerouting access through Frost Ave and recording an easement agreement with the City. Frost Ave is a platted street, and the applicant will be improving a portion of Frost Ave at their own expense.

Since the applicant′s last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the right-of-way. There is a sanitary sewer main running north to south through this alley. Utility easements are to remain, this is only a vacation of right-of-way.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No comment was provided from the utility companies. All easements will remain.

DISCUSSION

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

Staff recommends approving Case 039-24.

ENCLOSURES

- Application
- Map

CASE 039-24: ALLEY VACATION

An alley located at 1036 S Range Line Rd- Alley Vacation- A request to vacate a portion of alley right-of-way- Seneca Enterprises MO LLC

Mr. Kimble asked the applicant or representative to come forward and state their name and address for the record.

Max DiCarlo and Andrew Seemiller with Frist Street Development of 4700 Bellview Dr. Kansas City, Missouri presented the case on behalf of Seneca Enterprises.

Mr. Seemiller explained that they had made the changes recommended by the City Council. Mr. Seemiller explained that in the revisions to the plans they have changed the use of roll over curbs, to striping and they have widened the necessary areas for ingress and egress. Mr. Seemiller stated that City engineers have stated that this revised plan should improve the overall flow of the site.

Mr. Kimble asked if anyone on the commission had questions for the representative.

Dr. Rosenberg asked Mr. Seemiller, who owned the property to the west of the alley, directly behind the corner property.

Mr. DiCarlo stated that the property Dr. Rosenberg had asked about is currently owned by Seneca Enterprises, whose First Street Development has a purchase and sale agreement with to purchase both sides of the alley.

Dr. Rosenberg asked Mr. DiCarlo if there would be anything preventing them from fencing the property in if they chose to do so.

Mr. DiCarlo stated that there is not anything preventing them from fencing the property in.

Mr. DiCarlo stated that the turning templates provided show that there is no approaching on private property that is being used as a turnaround. Mr. DiCarlo continued to explain that the turning templates also show the use of the WB67 semi-trailer, which is the largest semi-trailer that can be on the roadway.

Mr. Kimble asked Mr. DiCarlo if the property on both sides of the alley way is owned by the developer.

Mr. DiCarlo explained that they are currently owned by the seller, since the property selling is contingent on the approval of the project and are both part of the purchase and sell agreement.

Mr. Kimble asked Mr. Bellairs if it was acceptable to ask for a vacation of the alleyway if the property is not yet owned by the representatives that have proposed the movement of the alleyway.

Mr. Bellairs stated that the current owners had applied for the alley vacation, which is Seneca Enterprises LLC, and they signed an owner affidavit so that First Street Development could present the case on behalf of them. Mr. Bellairs stated that this is a common practice for public hearing cases.

Mrs. Klue- Michael asked the representatives how trucks would get down the alleyway if there were cars in the drive through, if there were cars wanting to enter the drive through from the Range Line entrance.

Mr. DiCarlo stated that at the site was designed to allow car stacking for 19 cars. Mr. DiCarlo continued to explain that a semi-truck may have to wait around a minute if there were more than 19 cars in the stack, to be able to drive through the lot.

Mr. Kimble asked Mr. DiCarlo if cars did not want to exit through the Range Line exit and are trying to exit through the Frost Avenue exit, if this could cause an issue with traffic in the lot.

Mr. DiCarlo explained that they had done a study on the traffic through the site, and there is minimal traffic from large vehicles and only a few times a week, typically not at peak hours, so he does not believe this would be an issue.

Mr. Kimble asked Mr. Bellairs if there should be concern over the roadway at Frost Avenue due to the traffic from large vehicles.

Mr. Bellairs stated that when public streets are designed, they must be constructed to the public works standard and that this street would not receive any more traffic than 11th street currently does due to the large shipments received by business in the area.

Ms. Phillips asked Mr. DiCarlo if cars had the ability to go north or south on Range Line Road.

Mr. DiCarlo stated that cars had the ability to go north or south on Range Line Road. Mr. DiCarlo explained that the plan was reviewed by the Missouri Department of Transportation and they were comfortable with access as proposed, and the tenant can post way finding signs on their own.

Mr. Kimble asked if there was anyone would to like to speak in favor of this case.

Mr. Morris Glaze of 3321 Delaware, Joplin, Missouri asked to speak in favor of this case. Mr. Glaze explained that he had 43 years of experience in the trucking industry and dispatching trucks. Mr. Glaze stated that upon visiting the alley and reviewing the current plans presented, he does not see that there should be any issue with the deliveries being made to current business owners.

Mr. Kimble asked Mr. Glaze if the north side of the alley way that exits onto 10th Street would take be able to take truck traffic and trucks would be able to turn onto 10th Street, then turn onto Range Line.

Mr. Glaze explained that a short trailer would be able to, since there are no obstructions.

Mr. Kimble asked if there was anyone in attendance that would like to speak in favor of this case.

Mr. Darieus Adams of 2520 Kingsdale St. Joplin, Missouri asked to speak in favor of this case. Mr. Adams continued to explain that the plans presented he believes are adequate for all range of semi-trailers to use. Mr. Adams stated the applicant has gone above and beyond what the City has asked to address the concerns.

Mr. Kimble asked if there was anyone in attendance that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone that would like to speak in opposition to this case.

Martha Pope of 7974 County Road 290, Carl Junction, Missouri asked to speak in opposition to this case. Ms. Pope stated that she is the owner of the property west of the proposed Dutch Brothers location. Ms. Pope explains that her tenant's driveways enter from the alley way, and she believes the proposed changes will cause issues involving her tenant's privacy, trash service and noise issues. Ms. Pope also asked for clarification regarding where the fence would be placed for her tenants if this project was approved.

Mr. Seemiller explained that Ms. Pope's property is to the west of Frost Street and not the alley way in question. Mr. Seemiller continued to explain that the fence will be situated on the east side of Frost Street, where there is currently fencing.

Ms. Pope asked where the trash receptacles will be placed in regard to her property.

Mr. Seemiller explained that the trash receptacles will be placed to the east of the fence, behind the drive through of the proposed business.

Ms. Pope asked if the alley way will allow customers to come and go at all times.

Mr. Kimble explained that there would be several ways, including through the alley way for traffic to go through the area.

Mr. Bellairs stated that the property Ms. Pope owns is on a platted street and that nothing is being vacated there, which is also why she did not receive a letter.

Mrs. Klue- Michale asked Mr. Bellairs for clarification regarding the proposed completion of Frost Avenue.

Mr. Bellairs explained that Frost Avenue will be constructed, but not completed to 10th Street.

Ms. Pope asked if this meant that all of the truck traffic would be going through the street near her property then.

Mr. Kimble stated that this would be correct.

Mrs. Klue- Michael asked Ms. Pope if the only parking available to her tenants was located in the alley.

Ms. Pope explained that this is correct.

Mr. Kimble asked Ms. Pope if her tenants park on Frost Avenue.

Ms. Pope stated that her tenants take Frost Avenue and drive directly into the driveway.

Mr. Kimble asked Ms. Pope if any of her tenants have any small children.

Ms. Pope explained that one of her tenants have grandchildren.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

Norman Cramer of 1032 S Range Line Road, Joplin, Missouri asked to speak in opposition to this case.

Mr. Cramer stated that the proposed changes would not allow his delivery drivers to make deliveries with the proposed turn templates. Mr. Cramer explained that his delivery drivers stated they would not be comfortable delivering to his business due to safety concerns regarding traffic, which could lead to him losing his suppliers to his business. Mr. Cramer voiced concerns regarding a camera that had been placed in the alley way. Mr. Cramer also explained that many of his elderly customers have voiced concerns about not being able to use the alley way to access his business. Mr. Cramer explained that his deliveries are anywhere from 5AM to 9AM during the weekdays and he feels this would cause backed up traffic since that would be the most realistic time for customers to want coffee.

Mr. Spruce asked Mr. Cramer if his deliveries could be delivered on a small truck due to the lower weight amounts.

Mr. Cramer explained that his deliveries come from the Kansas City area, and he is not the only delivery for his supplier.

Mr. DiCarlo asked to clarify that First Street Development did have the camera installed so they could analyze and make sure they could accommodate the traffic of the area as proposed.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

Matt Kincaid of 17534 Baseline Boulevard, Jasper, Missouri and Brett Faubion of 362 NW 50th Road, Jasper, Missouri asked to speak in opposition to this case. Mr. Kincaid explained that he is a truck driver and a farmer. Mr. Kincaid explained that he has concerns about impeding traffic due to the turns required by the semi-trucks. Mr. Kincaid also stated concerns regarding the water flow of the area.

Mr. Bellairs explained that during any new civil project, the City's civil engineers and the applicants' engineers are required to address any issues regarding stormwater. Mr. Bellaris continued to state that he is not a civil engineer and not part of the review regarding the stormwater process for civil projects.

Mr. Kincaid asked Mr. Bellairs what the elevation was currently for the project without pavement being poured for the facility.

Mr. Bellairs stated that he cannot speak to that, as he is not a civil engineer, but the City does have a review process for all new projects.

Mr. Faubion stated concerns regarding the congestion of traffic due to the large turns needed for semi-trailers to make into the parking lot.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

Geary Williams of 2930 Illinois Avenue, Joplin, Missouri asked to speak in opposition to this case. Mr. Williams stated there was a camera put on his property that he did not authorize. Mr. Williams stated he owns near the proposed Dutch Brothers location and has concerns over the traffic that will be brought to this area.

Ms. Phillips asked Mr. Williams if he allows Mr. Cramer to make turns on his property.

Mr. Williams stated that this is correct.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 039-24. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (4 IN FAVOR, 3 NAY)

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.: 039-24
Filing Fee: $600.00
Received: 11/5/24
Date Advertised:
Proj. No. 25-003
Public Hearing Date: 12/9/24

Applicant: First Street Development, LLC. Phone No.: 314.566.8026

Address: 4700 Belleview Ave, Suite 415, Kansas City, MO 64112 Email: andy@firststreetdev.com

Owner: Seneca Enterprises MO, LLC Phone No.: 615.545.6837

Address: 3017 Abigail St., Joplin, MO 64804 Email: ashokpatelabc@gmail.com

Location of Street or Easement: THE NORTH-SOUTH 20 FOOT ALLEY LOCATE BTWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

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.

☐ ☐ N/A

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.

☐ ☐ N/A

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	Gene Lollis	IL0967@att.com	417-499-7819
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:** 10.30.24

DocuSign Envelope ID: 5135B341-3362-4D0C-B26C-00568DCC618F

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Ashok Patel (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as Campbell's 1st, Lots 7-10 (legal description) more commonly known as 1036 S Rangeline Rd.. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for First Street Development to speak on my behalf and act as my Agent at the meeting in Case Number 025-24.

Date: 5/20/24

DocuSigned by:
5/20/2024
Signature of Owner

Signature of Owner

Printed Name

Printed Name

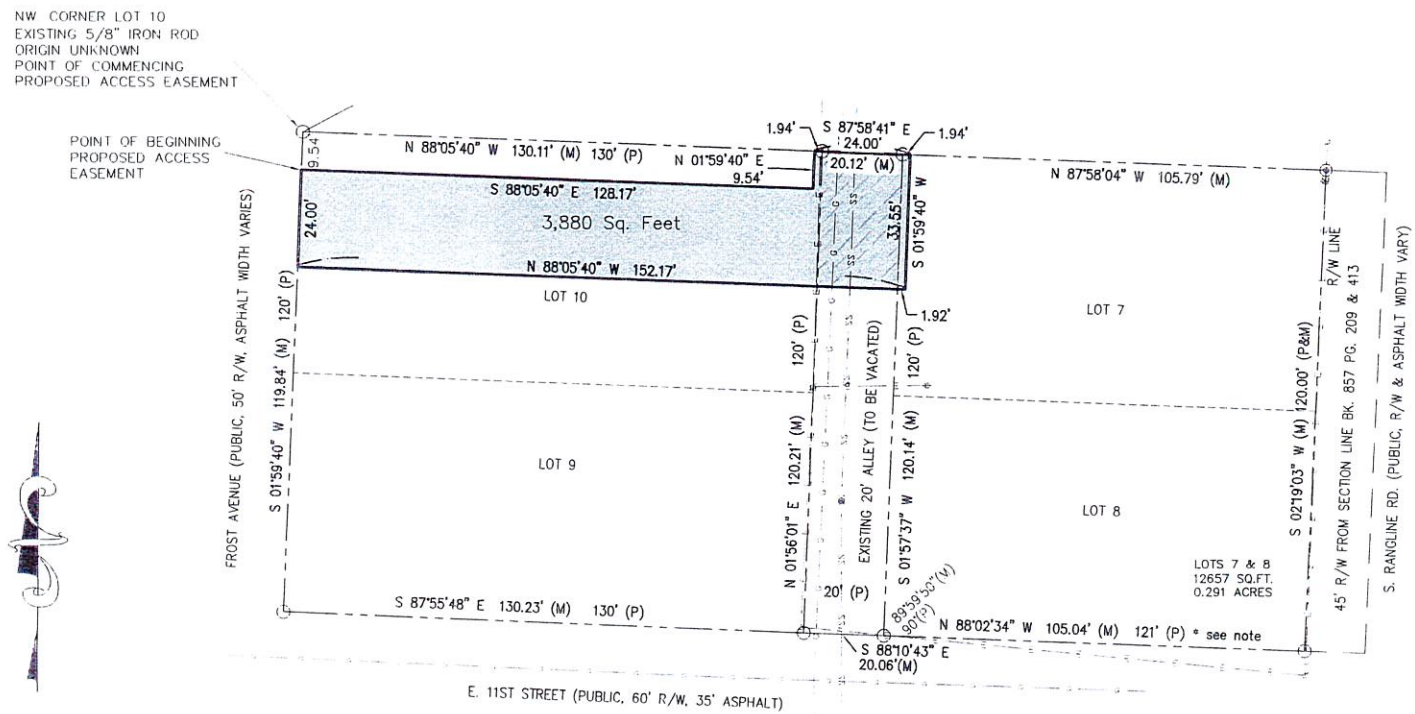
In witness whereof I have hereunto subscribed my name and affixed my official seal this 20th day of May, 2024.

Rayna Jefferis
Notary

RAYNA JEFFERIS
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 23348093
My Commission Expires 03-27-2027

My commission expires: 03-27-2027

Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)



0 30 60

SCALE: 1" = 30'

* No corner monuments were set on Easement (Per request)

* Right-of-Way acquired by MoDOT on the East side of Lots 7 & 8 acquired an additional 15' (including the original 30 feet from plat)

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Missouri, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision on April 19, 2024 and that the information shown hereon is true and correct and meets or exceeds current Missouri Minimum Standards for Boundary Surveys

STATE OF MISSOURI
WILLIAM A. BOOE
NUMBER
PLS-2002010970
PROFESSIONAL LAND SURVEYOR
5-20-24

William A. Booe

William A. Booe, PS 2002010970
w.booe@cornerstone-rs.com

LEGEND

○	Existing Iron Rod Origin Uncertain (unless noted)
⊛	Set 1/2"x24" Iron Rod with 1.5" Plastic Yellow Cornerstone Cap Stamped LS110 (unless noted)
- - - -	Boundary Line
———	Easement Line
(M)	Measured Dimension
(D)	Deed Dimension
(P)	Plat Dimension

PROPOSED EASEMENT DESCRIPTIONS & VACATION

PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

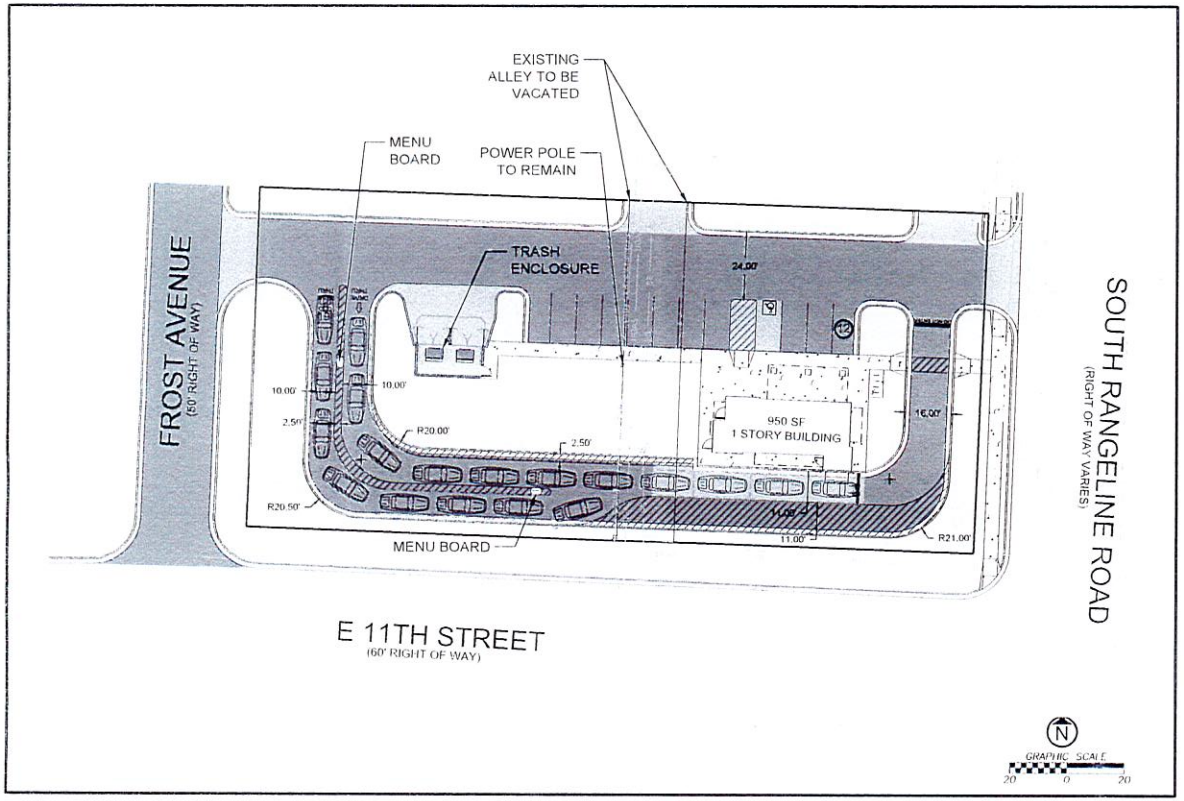
PROPOSED ACCESS EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
617 S Hwy 69 Pittsburg, KS 66762 Ph:620-235-1166

DRAWN BY: RBZ	DATE: 5-17-2024	JOB NO. 1-24020053M ESMT
CHECKED BY: WAB	REVISION DATE: 5-20-2024	REF. JOB NO. N/A
PREPARED FOR: FIRST STREET DEVELOPMENT		

EASEMENT DESCRIPTIONS / ALLEY VACATION
A PORTION OF LOTS 7 & 10, CAMPBELL'S 1ST ADDITION
To The CITY of JOPLIN, JASPER COUNTY, MO.



SITE DATA

ZONING- C-3

TOTAL PROPERTY AREA	0.704 ACRES
DISTURBED AREA	X.XX ACRES

BUILDING DATA

BUILDING GROSS SF	APPROX950 SQ FEET

PARKING DATA

CITY REQUIREMENT - RESTAURANT -1 PER 3 SEATS
(OUTSIDE SEATING EXCLUDED)

REQUIRED PARKING	0
PROVIDED PARKING	12
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

NAME
NUMBER

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4970 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

##########

4/1/2024

##########

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PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT (WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024): THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

PROPOSED ACCESS EASEMENT (WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024): A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THEPOINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCEN 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEASTCORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNEROF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10,152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT10, 24.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3880 SQUARE FEET, MORE OR LESS.

When recorded, mail to:

First Street Development, LLC
c/o A&C Ventures, Inc.
465 1st St. W., 2nd Floor
Sonoma, CA 95476
Attention: Legal Department

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("**Easement Agreement**") is made this __ day of _____, 2024, by First Street Development, LLC, a California limited liability company ("**FSD**") and the City of Joplin, Missouri (the "**City**").

RECITALS

A. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "A"** ("**Lot 9-10 Parcel**") attached hereto and incorporated herein by this reference.

B. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "B"** ("**Lot 7-8 Parcel**") attached hereto and incorporated herein by this reference.

C. The Lot 9-10 Parcel, and the Lot 7-8 Parcel are sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**."

D. FSD desires to convey a certain easement for ingress, egress and access over, under, through, upon and across each Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSD does declare and reserve the following:

1. Grant of Access Easement; No Public Dedication.

A. FSD hereby declares a non-exclusive easement for the purpose of ingress and egress over, upon across the Lot 7-8 Parcel and the Lot 9-10 Parcel in the locations depicted on **Exhibit "C"** attached hereto and made a part hereof and more particularly described on **Exhibit "D"** attached hereto and made a part hereof (the "**Access Easement**"). The Access Easement shall be for the use of each Parcel by FSD and any person or entity that becomes the record owner of fee title to either Parcel (each such person or entity, and FSD, are referred to herein individually as an "**Owner**" and collectively, as "**Owners**"), together with (i) the Owners' employees, agents, invitees, and licensees, including, without limitation, (ii) the employees, agents, invitees, and

licensees of any tenant of the Owners (collectively, "**Non-Owner Users**") and the employees, contractors, and agents of the City of Joplin, Missouri (collectively, the "**City Users**"), and (iii) the owners of that certain real property described as Lots 1 through 6 (inclusive) in Campbell's First Addition to the City of Joplin, Jasper, County, Missouri, together with such owners' employees, agents, invitees, and licensees (including any employee, agent, invitee, and licensee of any tenant of such owner) (collectively, the "**Adjacent Parcel Users**") that might require ingress or egress through the Access Easement, subject to the conditions herein contained.

B. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement shall prohibit the use of the Access Easement by the public.

C. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement is intended, nor shall any part of this Easement Agreement be construed or otherwise deemed in any way, to constitute a dedication for public use of any portion of the Parcels or the Access Easement.

2. Maintenance. Each Owner shall be solely responsible for the maintenance and replacement of that part of the Access Easement located on its own respective Parcel. Such maintenance shall include, without limitation, sweeping, washing, removal of trash, painting and restriping, repair and replacement of paving as necessary.

3. Reserved Rights. Insofar as the proper function of the Access Easement is not impaired, each Owner shall retain the right to the normal use and enjoyment of the Access Easement area for access, egress, open space or similar purpose. Each Owner may grant subsequent easements provided however that no such easement shall interfere with the rights and privileges of the other party granted herein.

4. Remedies and Enforcement.

A. In the event of a breach or threatened breach by (i) an Owner (including any Non-Owner User using the Access Easement due to the invitation of, relationship with, or agreement with such Owner) or (ii) the City (or any City User) (the "**Defaulting Owner**") of the provisions hereof, any other Owner (the "**Non-Defaulting Owner**") shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

B. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Owner to cure a breach of this Easement Agreement within thirty (30) days following written notice thereof, the Non-Defaulting Owner shall have the right to perform such obligations contained in this Easement Agreement on behalf of the Defaulting Owner and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of an emergency the Non-Defaulting Owner may immediately cure a default and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof.

C. In any legal or equitable proceeding to determine the rights of the parties to enforce or restrain the breach of this Easement Agreement, the unsuccessful party shall pay the reasonable attorneys' fees and costs of the prevailing party. The remedies set forth herein shall be cumulative and in addition to all of the remedies permitted at law or in equity.

5. Easement Runs with Land. The Access Easement is for the benefit of and appurtenant to each Parcel and also burdens each Parcel. The rights and obligations imposed by this Easement Agreement shall run with the land. The acceptance by any person or entity of any interest in the Lot 7-8 Parcel or the Lot 9-10 Parcel, or any portion of any of them, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Easement Agreement.

6. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. No third party shall be entitled to enforce any term, covenant or condition of this Easement Agreement, or have any rights hereunder.

7. Amendment. This Easement Agreement may only be amended by a recorded document executed by the Owners of the Parcels.

8. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Easement Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

9. Severability. If any term or provisions of this Easement Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

10. Applicable Law. This Easement Agreement shall be recorded in the office of the County Recorder of Jasper County, Missouri. The Easement Agreement shall be construed, governed and enforced in accordance with the laws of the State of Missouri.

11. Counterparts. To facilitate execution, this Declaration may be executed in as many counterparts as may be deemed appropriate by the parties hereto, all of which when taken together shall comprise one agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

FSD:

FIRST STREET DEVELOPMENT, LLC,
a California limited liability company

By: _____

Name: Max DiCarlo

Its: Director

ACKNOWLEDGEMENT

STATE OF Kansas)
) **SS:**
COUNTY OF Johnson)

On 12th of July 2024 before me, Arricka Erwin, Notary Public, personally appeared Max DiCarlo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARRICKA ERWIN
Notary Public-State of Kansas
My Appt. Expires 12-19-2026

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF_____)
) SS:
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

(Legal Description of Lot 9-10 Parcel)

All of Lots Numbered Nine (9) and Ten (10) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "B"

(Legal Description of the Lot 7-8 Parcel)

All of Lots Numbered Seven (7) and Eight (8), except the East 15.00 feet taken for road right of way, all in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "C"

(Depiction of Access Easement)

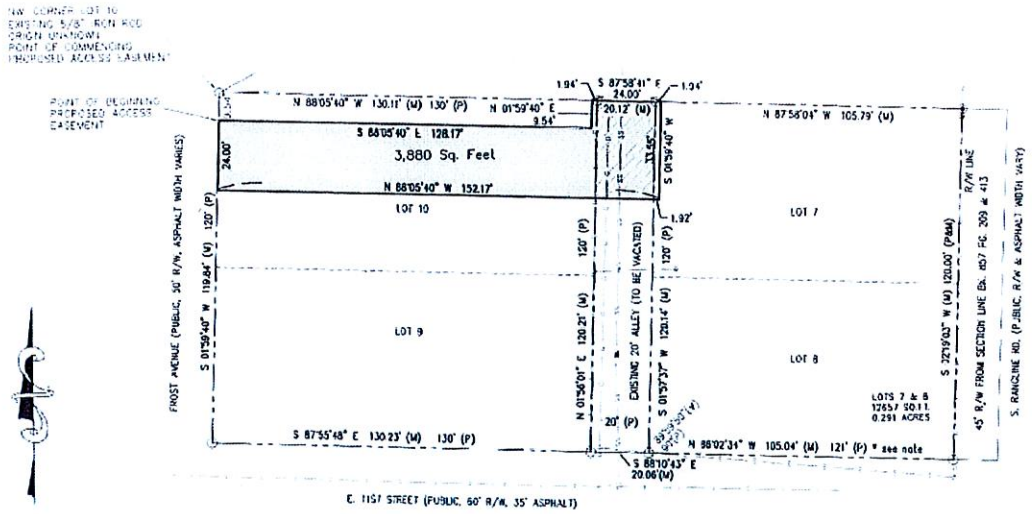
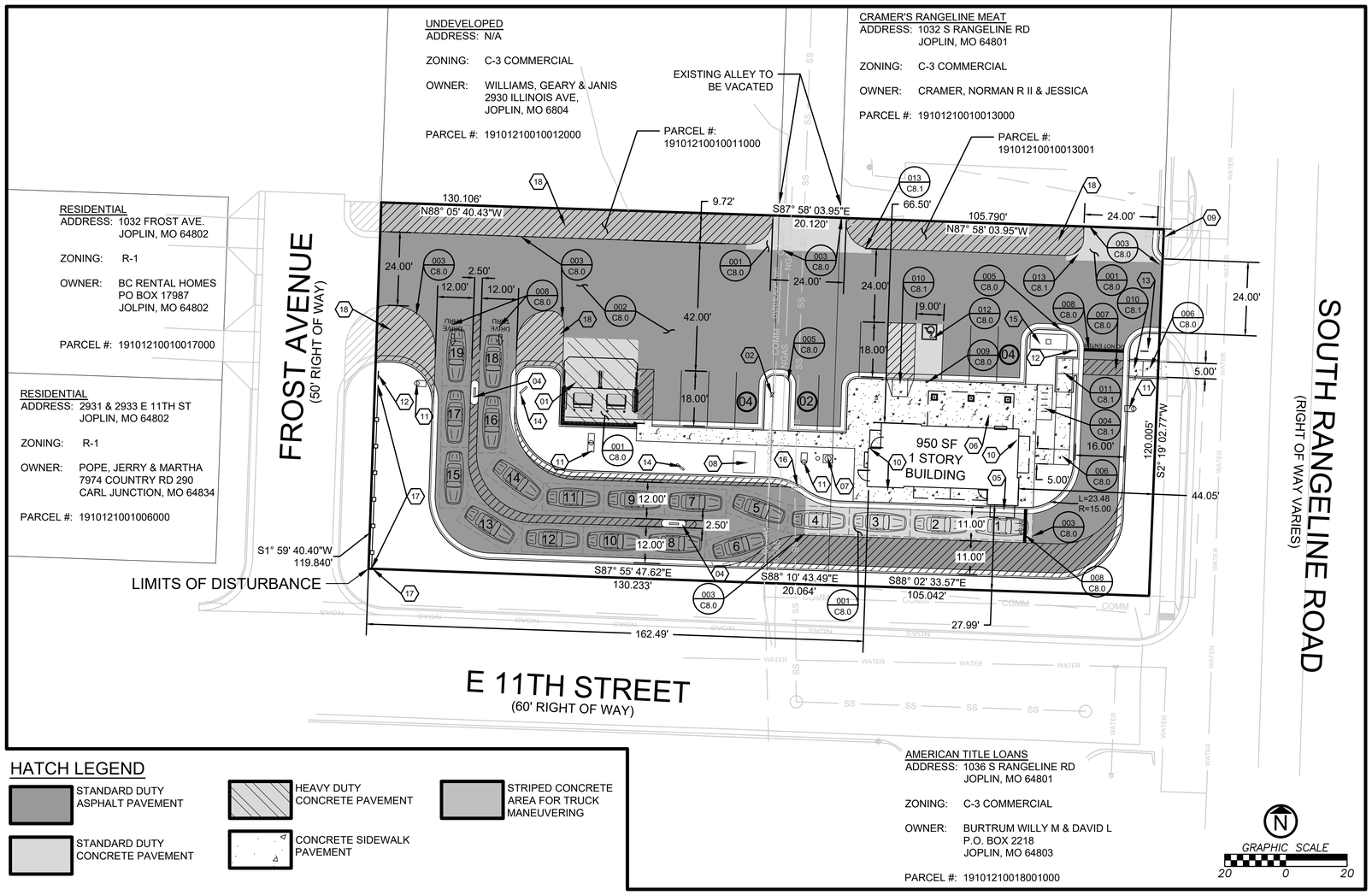


Exhibit "D"

(Legal Description of Access Easement)

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING, THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET, THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°56'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN, THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

SITE PLAN



HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- STRIPED CONCRETE AREA FOR TRUCK MANEUVERING
- STANDARD DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

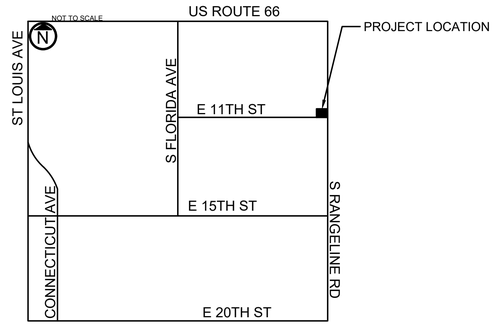
CONSTRUCTION NOTES

01 POWER POLE TO REMAIN
02 TRASH ENCLOSURE
03 STANDARD PARKING MARKINGS. SEE NOTES ON STRIPING DETAIL FOR SPECS
04 6" EXPOSED CONCRETE ISLAND WITH MENU BOARD. SEE SIGN PLANS
05 DRIVE THRU WINDOW. SEE ARCHITECTURAL PLANS
06 CANOPY. SEE ARCHITECTURAL SHEETS FOR DETAIL
07 50 GALLON GREASE INTERCEPTOR. SEE UTILITY PLAN (C5.0)
08 TRANSFORMER PAD. SEE UTILITY PLAN (C5.0)
09 EXISTING 1" DOMESTIC WATER SERVICE METER TO BE REUSED
10 ROOF DRAIN TO DAY LIGHT AT CURB. SEE UTILITY PLAN (C5.0)
11 LIGHT POLE ASSEMBLY. SEE STRUCTURAL PLANS FOR BASE DETAIL
12 DRIVE THRU SIGN. SEE SIGN PLAN
13 EXIT ONLY/THANK YOU SIGN
14 MENU BOARD. SEE SIGN PLAN
15 35' TALL PYLON SIGN. SEE SIGN PLAN
16 SANITARY MANHOLE RIM TO BE RAISED. SEE GRADING PLAN (C4.0)
17 PROPOSED 6' VINYL SIGHT PROOF FENCE
18 STRIPED CONCRETE AREA FOR TRUCK MANEUVERING. SEE NOTES ON STRIPING DETAIL FOR SPECS

DETAIL CALLOUTS

001 CONCRETE PAVEMENT SECTION
002 ASPHALT SECTION
003 THICKENED END SECTION
004 BIKE RACK
005 CURB AND GUTTER
006 SIDEWALK SECTION
007 CROSSWALK STRIPING
008 STANDARD PAVEMENT MARKINGS
009 ADA SIGN
010 ADA RAMP TYPE 1
011 ADA RAMP TYPE 2
012 ADA PAVEMENT MARKINGS

SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ZONING-	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES
DISTURBED AREA	.702 ACRES

BUILDING DATA

BUILDING GROSS SF	950 SF

PARKING DATA

CITY REQUIREMENT -RESTAURANT: 1 PER 3 SEATS. OUTSIDE SEATING EXCLUDED

REQUIRED PARKING	0
PROVIDED PARKING	10
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT
FIRST STREET DEVELOPMENT
4700 BELLEVIEW AVE.
SUITE 415
KANSAS CITY, MO
64112

ENGINEERING FIRM OF RECORD
aubry enterprises.
KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

DUTCH BROS COFFEE
JOPLIN, MO

9/17/2024

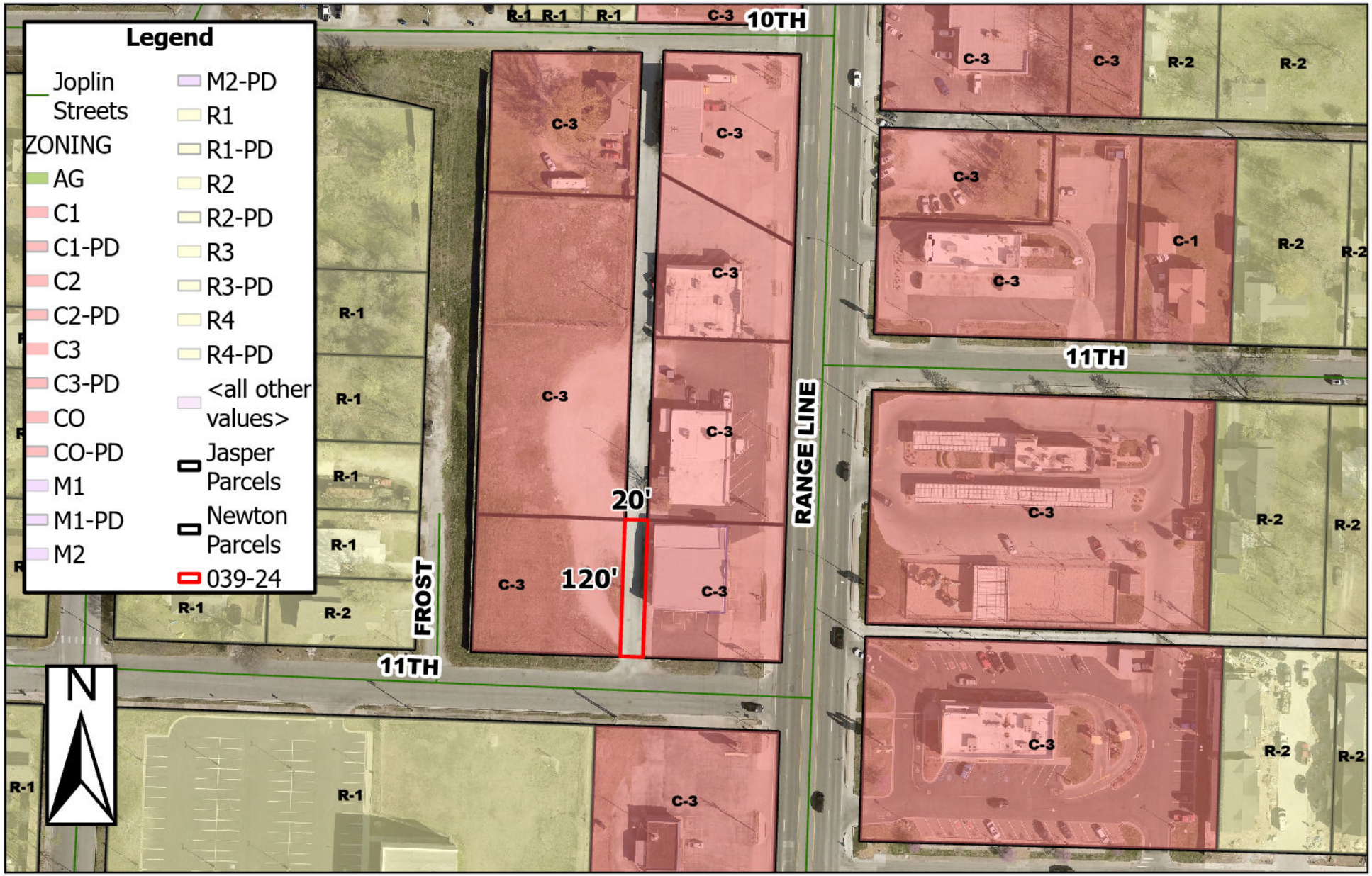
CIVIL IMPROVEMENTS

1036 S RANGELINE RD
JOPLIN, MO
64801

SITE PLAN

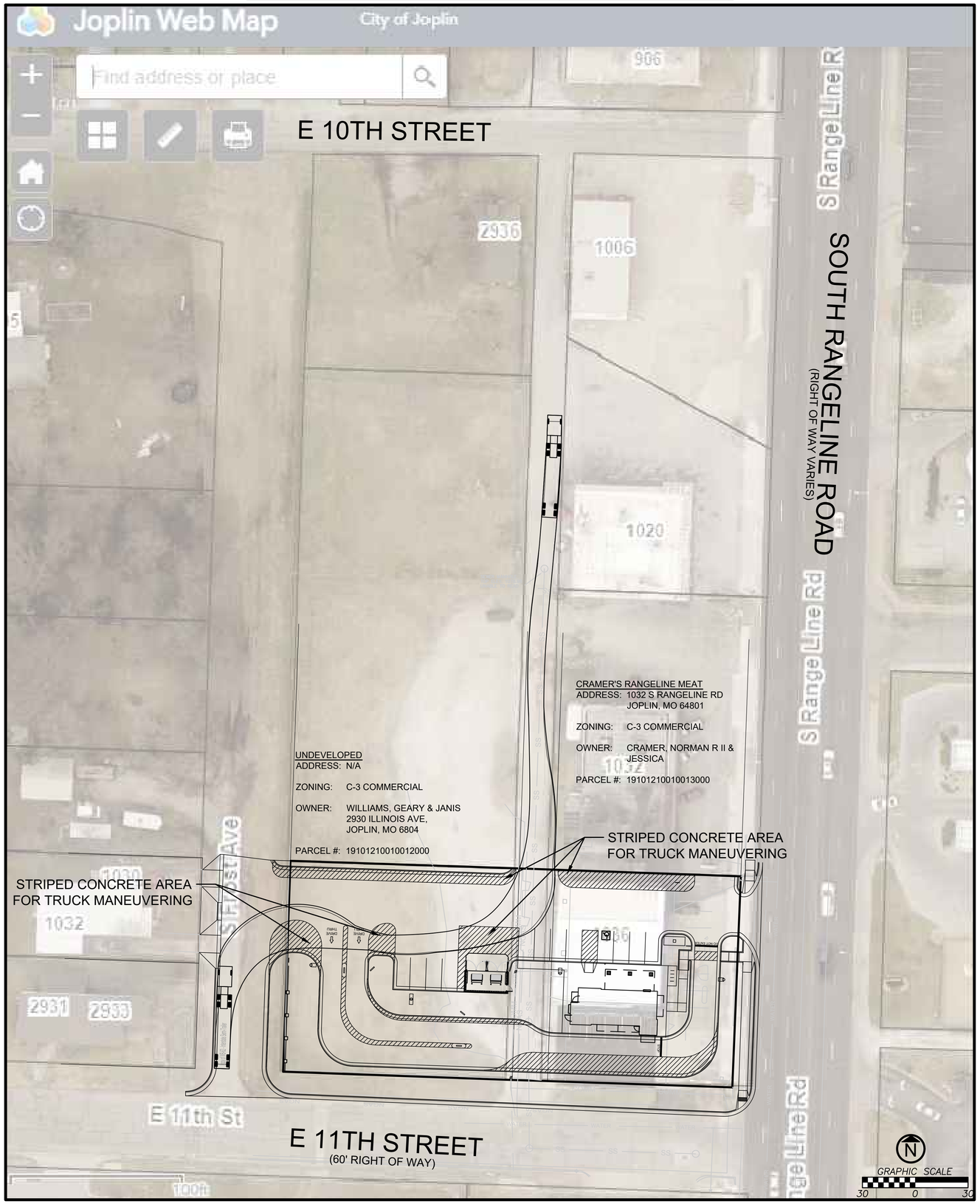
C2.0

Case 039-24: Alley Vacation

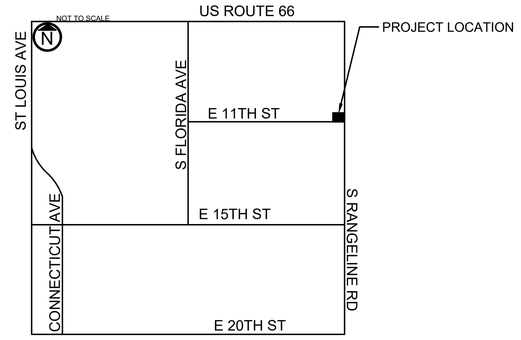


An alley located at 1036 S Range Line Rd - Alley Vacation -
A request to vacate a portion of alley right-of-way -
Seneca Enterprises MO, LLC

TURN RADIUS- SEMI TRUCK (NORTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

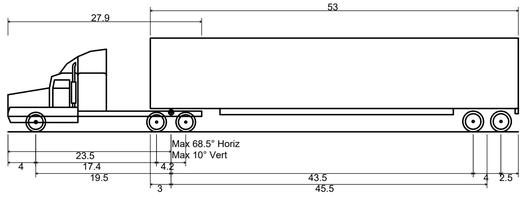
ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT

ENGINEERING FIRM OF RECORD

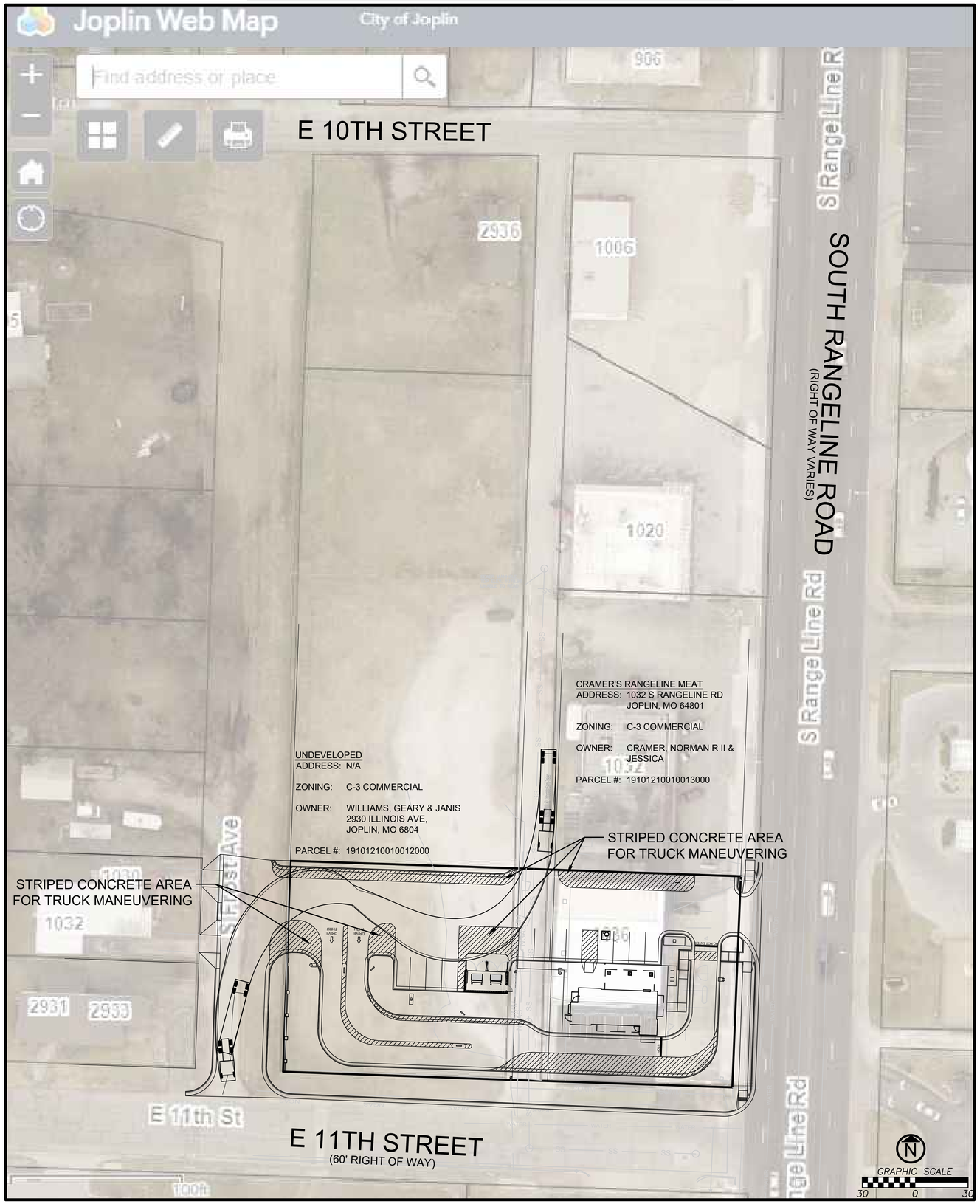
aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

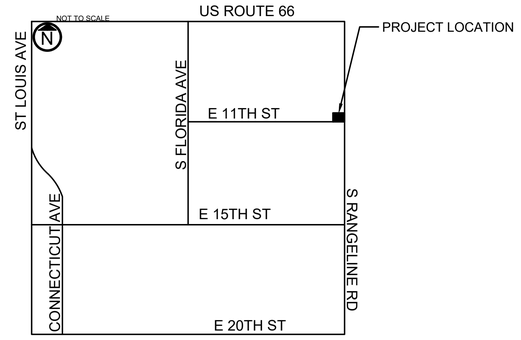
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

TURN RADIUS- SEMI TRUCK (SOUTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

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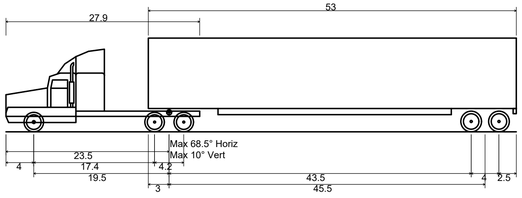

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15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4870 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

RD

Rusk, Dakota

Reply | Reply all | Forward

To: Bellairs, Tyler

Mon 11/4/2024 3:41 PM

Cc: Bolander, Troy; Andy Seemiller <Andy@firststreetdev.com>; Max DiCarlo <Max@firststreetdev.com>

Tyler,

That will work for truck movement as long as other drivers allow for the truck to make the wide turns. I do like this proposal better as the truck theoretically shouldn't have to mount any rollback curb to make the turn.

Dakota Rusk

Civil Engineer I

602 S Main St

Joplin, MO 64801

phone: 417-624-0820 Ext. 1598

email: DRusk@joplinmo.org

web: JoplinMo.org

JOPLIN MISSOURI

...

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 2931 and 2933 East 11th Street Joplin, Missouri, and do hereby protest Case Number 089-24. We provide the following additional comments: SEE ATTACHMENT.

Name: Martha L. Pope Name: _____

Sign: Martha L. Pope Sign: _____

Address: 7974 County Road 290, Carl Junction, MO 64834

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 6th Day of December 2024, before me personally appeared Martha L. Pope to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Webb City, Missouri, the day and year first above written.

Nikole D. Bowden

Nikole D. Bowden

Notary Public

My Commission expires 6-6-25.

NIKOLE D BOWDEN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 21925605
My Commission Expires Jun 6, 2025

Once again, no formal letter was received regarding the hearings for vacation of the alley. My property sits at the side of the alley.

The alley provides access to our duplex driveways. The alley is between the Dutch Bros. property and our property. The proposed change of right of way will change the now limited traffic flow to extreme as well as change the privacy dynamic of our paying tenants to little privacy at all. Additional traffic will also impose on the ease of coming and going for my tenants, and could inhibit deliveries of their own. We believe this is an unreasonable interferance with our easement right and creates a substantial new burden to provide injunctive relief for the tenants, and owners of 2931 and 2933 East 11th Street with a certainty of creating a negative impact on our property value. With the proposed changes, the new untrammeled access of ingress and egress will surely pose a problem for our tenants creating a difference in quality of use invading our title for the purpose of that affects our property and value. Based on the plans at hand, access to my property would be blocked and denied. A street vacation terminates the public right to use that street. The "governing body" transfers the right-of-way to the private property owner of the newly proposed vacation. This would impeed our rights to enter our property. Based on the plans at hand, my tenants and my own access to my property would be blocked. Additionally, there is great concern regarding truck noise. As well, there will be new challenges for East Morland Elementary parents and students' safety, and travel time. Furthermore, garbage and trash will ultimately cause new issues littering our adjoining property, and school front neighborhood.

Certainly, I protest.

Martha L. Pope

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 11th Rangeline _____ Joplin, Missouri, and do hereby protest Case Number 039-24. We provide the following additional comments:

I strongly oppose the proposed alley entrance relocation as it creates unsafe traffic conditions around and within the property. It will also decrease the value of my and my neighbor's property, create hazards for pedestrians and students, and will cause trespassing issues. Furthermore, this proposal threatens the viability of surrounding small businesses. The relocation of the alley entrance decreases public safety and shared resources are affected.

I urge the City of Joplin to reject this exploitation and to prioritize the protection of my private property and neighborhood values over corporate gain. Thank you for taking action to preserve and protect our neighborhood and shared resources.

Name: Geary Williams Name: _____

Sign: Geary Williams Sign: _____

Address: 2930 Illinois Ave Jopin, MO

STATE OF Jasper)
) ss.
COUNTY OF Missouri)

On this 6 Day of December 2024, before me personally appeared _____
Geary Williams
_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Zoie Hamilton

Notary Public

My Commission expires 9/23/28.

ZOIE HAMILTON
Comm. Exp. 9/23/2028
NOTARY PUBLIC NOTARY SEAL #24369859
Jasper County
STATE OF MISSOURI

TB 12-4-24

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 1032. S. Rangeline Rd. Joplin, Missouri, and do hereby protest Case Number 039-24. We provide the following additional comments: Vacating the alley would disrupt our business, Cramer's Meats, from getting our delivery trucks with our product. Their site plans for the easement do not support adequate or safe access for large tractor trailer trucks that we get every week. We also get box trucks in every week. Those drivers do not feel that the site plans would be accomodating for them, as well.

Name: Norman R. Cramer II Name: _____

Sign: Norman R. Cramer II Sign: _____

Address: 1032. S. Rangeline Rd. Joplin, Mo. 64801

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 4 Day of December 2024 before me personally appeared Norman Cramer

_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Trinnity Faught

Notary Public

My Commission expires December 11, 2027.

TRINNITY FAUGHT
Notary Public - Notary Seal
STATE OF MISSOURI
Cedar County
My Commission Expires: Dec 11, 2027
Commission #23924459

DATE: 12/06/24 HARVEST MEAT COMPANY, INC.
USER: MPE TA2 SALES ANALYSIS BY SALESMAN

BRANCH: 7A TO 7A
SALESMAN: FIRST TO LAST
CUSTOMER: 9199 TO 9199
DATES: 01/01/24 TO LAST

CUSTOMER NAME	INV#	DATE	WEIGHT	SALES
Branch: 07 KANSAS CITY				
Salesman: MPE MIKE PEPIN				
9199 CRAMER'S QUALITY MEATS	V28414	01/04/24	5005.58	14345.80
9199 CRAMER'S QUALITY MEATS	V35048	01/09/24	-73.60	-84.64
9199 CRAMER'S QUALITY MEATS	V36909	01/11/24	4624.77	14823.39
9199 CRAMER'S QUALITY MEATS	V44734	01/18/24	3961.13	12556.82
9199 CRAMER'S QUALITY MEATS	V51246	01/23/24	.00	-124.22
9199 CRAMER'S QUALITY MEATS	V51273	01/23/24	.00	-310.87
9199 CRAMER'S QUALITY MEATS	V53174	01/25/24	3865.80	11558.34
9199 CRAMER'S QUALITY MEATS	V61426	02/01/24	2003.96	6482.22
9199 CRAMER'S QUALITY MEATS	V69768	02/08/24	4520.93	14954.98
9199 CRAMER'S QUALITY MEATS	V78403	02/15/24	2331.78	7629.32
9199 CRAMER'S QUALITY MEATS	V86554	02/22/24	3810.21	12571.00
9199 CRAMER'S QUALITY MEATS	V95145	02/29/24	5592.36	19517.59
9199 CRAMER'S QUALITY MEATS	W03617	03/07/24	4472.14	15338.26
9199 CRAMER'S QUALITY MEATS	W12213	03/14/24	4161.02	14629.07
9199 CRAMER'S QUALITY MEATS	W13169	03/14/24	.00	-25.18
9199 CRAMER'S QUALITY MEATS	W13170	03/14/24	.00	-23.95
9199 CRAMER'S QUALITY MEATS	W13576	03/15/24	.00	-25.03
9199 CRAMER'S QUALITY MEATS	W20813	03/21/24	4252.53	17659.78
9199 CRAMER'S QUALITY MEATS	W29346	03/28/24	2772.82	7921.24
9199 CRAMER'S QUALITY MEATS	W29195	03/28/24	.00	-49.96
9199 CRAMER'S QUALITY MEATS	W37835	04/04/24	4041.21	14453.90
9199 CRAMER'S QUALITY MEATS	W46311	04/11/24	1724.63	5174.03
9199 CRAMER'S QUALITY MEATS	W47369	04/11/24	667.40	3715.53
9199 CRAMER'S QUALITY MEATS	W55125	04/18/24	4245.39	17340.02
9199 CRAMER'S QUALITY MEATS	W63738	04/25/24	2839.01	9399.41
9199 CRAMER'S QUALITY MEATS	W72330	05/02/24	3102.30	12669.61
9199 CRAMER'S QUALITY MEATS	W81051	05/09/24	2153.95	6962.60
9199 CRAMER'S QUALITY MEATS	W89994	05/16/24	1419.69	5597.33
9199 CRAMER'S QUALITY MEATS	W98723	05/23/24	2894.38	12099.38
9199 CRAMER'S QUALITY MEATS	X06997	05/30/24	4697.97	15663.43
9199 CRAMER'S QUALITY MEATS	X15765	06/06/24	3015.10	13148.32
9199 CRAMER'S QUALITY MEATS	X24510	06/13/24	2860.31	9962.66
9199 CRAMER'S QUALITY MEATS	X33256	06/20/24	2970.52	10991.87
9199 CRAMER'S QUALITY MEATS	X41913	06/27/24	2269.53	8679.73
9199 CRAMER'S QUALITY MEATS	X41600	06/27/24	891.00	2583.90
9199 CRAMER'S QUALITY MEATS	X59245	07/11/24	3789.25	15500.56
9199 CRAMER'S QUALITY MEATS	X67719	07/18/24	2822.50	11812.52
9199 CRAMER'S QUALITY MEATS	X76583	07/25/24	2348.13	8837.63
9199 CRAMER'S QUALITY MEATS	X76265	07/25/24	-97.00	-150.35
9199 CRAMER'S QUALITY MEATS	X85147	08/01/24	2600.27	10626.72
9199 CRAMER'S QUALITY MEATS	X93623	08/08/24	3146.88	9252.65
9199 CRAMER'S QUALITY MEATS	X93299	08/08/24	264.00	198.00
9199 CRAMER'S QUALITY MEATS	X93296	08/08/24	-215.80	-291.33
9199 CRAMER'S QUALITY MEATS	Y02338	08/15/24	2949.62	10955.99

DATE: 12/06/24
USER: MPE TA2

HARVEST MEAT COMPANY, INC.
SALES ANALYSIS BY SALESMAN

CUSTOMER NAME	INV#	DATE	WEIGHT	SALES
Branch: 07 KANSAS CITY				
Salesman: MPE MIKE PEPIN				
9199 CRAMER'S QUALITY MEATS	Y11033	08/22/24	2927.27	11156.17
9199 CRAMER'S QUALITY MEATS	Y19818	08/29/24	3350.50	13489.21
9199 CRAMER'S QUALITY MEATS	Y25871	09/03/24	27.78	250.02
9199 CRAMER'S QUALITY MEATS	Y28041	09/05/24	2149.51	7506.45
9199 CRAMER'S QUALITY MEATS	Y36660	09/12/24	2895.06	11069.01
9199 CRAMER'S QUALITY MEATS	Y45086	09/19/24	91.25	434.98
9199 CRAMER'S QUALITY MEATS	Y45293	09/19/24	2660.09	9349.49
9199 CRAMER'S QUALITY MEATS	Y53975	09/26/24	1845.92	6918.04
9199 CRAMER'S QUALITY MEATS	Y62766	10/03/24	3313.49	14182.65
9199 CRAMER'S QUALITY MEATS	Y63809	10/04/24	.00	-142.42
9199 CRAMER'S QUALITY MEATS	Y71657	10/10/24	1660.67	6941.62
9199 CRAMER'S QUALITY MEATS	Y88940	10/24/24	3166.27	11461.89
9199 CRAMER'S QUALITY MEATS	Y95975	10/30/24	885.30	3222.49
9199 CRAMER'S QUALITY MEATS	Y97643	10/31/24	2503.93	13259.05
9199 CRAMER'S QUALITY MEATS	Y97549	10/31/24	.00	-58.64
9199 CRAMER'S QUALITY MEATS	Z03280	11/05/24	1379.36	3222.54
9199 CRAMER'S QUALITY MEATS	Z03281	11/05/24	676.93	1717.49
9199 CRAMER'S QUALITY MEATS	Z12303	11/12/24	4265.44	16707.70
9199 CRAMER'S QUALITY MEATS	Z21746	11/19/24	3551.56	12168.18
9199 CRAMER'S QUALITY MEATS	Z24645	11/21/24	-47.03	-140.62
9199 CRAMER'S QUALITY MEATS	Z30928	11/26/24	2207.44	7415.13
9199 CRAMER'S QUALITY MEATS	Z38010	12/03/24	2317.46	8643.98
9199 CRAMER'S QUALITY MEATS	Z40919	12/05/24	.00	-728.28
CUSTOMER TOTAL			150529.87	542574.20
SALESMAN TOTAL			150529.87	542574.20
BRANCH TOTAL			150529.87	542574.20
REPORT TOTAL			150529.87	542574.20

P & Z Case 039-24
Seneca Enterprises MO, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-252 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of part of an alley lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
PZ 006-25 – Site Plan Review

MEETING DATE:
March 3, 2025

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:

Not applicable for this item.

SUMMARY REQUEST:

Case 006-25: 7231 E 24th St – Site Plan Review – A request to review a site plan – AM Properties TWO, LLC

BACKGROUND:

Allgeier Martin is proposing a 12,852 square foot building addition to their existing office. This proposal will add a significant expansion to the West side of the structure.

The proposed plan will not alter the existing parking lot. The building addition will include landscaping alongside the new building frontage and sidewalk connections as required by Articles 6 and 7 of the Joplin Development Code. The plans show existing landscaping around the building, frontage along the highway, and parking lot. This, in combination with the existing landscaping along the new building elevation, and the existing dense vegetation in the NE corner of the site, will meet the landscaping requirements of Article 6. The building addition will adhere to the City's four-sided design requirements for non-residential construction. The plans utilize approved materials in Article 5 of the Joplin Development Code.

The project is located within the Joplin Industrial Development Authority and is subject to JIDA's restrictive covenants for building and site design.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Jarred Nichols presented the case on behalf of AM Properties TWO LLC. Mr. Nichols explained that AM Properties is seeking approval of the site plan for their building expansion. Ms. Phillips asked Mr. Nichols if they were following the City's regulations pertaining to landscaping. Mr. Nichols explained that they are using the City's standards and have a landscaping company they are working with for this project. Mr. Nichols also explained that they are removing trees at the back of the property and replanting them. Mr. Bellairs stated that the remaining landscaping in combination with the maintenance of the existing trees will meet the City's requirements in Article 6. They are also adding new landscaping alongside the building addition.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approval of Case 006-25
Planning & Zoning Commission recommends approval of Case 006-25 (6 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 006-24 A request to review the Site Plan for future development.

LOCATION 7231 E 24th St

APPLICANT AM Properties TWO, LLC

PRESENT ZONING M-2 PD

PRESENT LAND USE Office

SITE CONTEXT

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

SUBDIVISION/TRACT

This property is part of AM Properties TWO, LLC Subdivision.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 24th St	Local	60′

UTILITIES

Utilities are in place and service the existing site. The applicant and the City attempted to contact Republic Trash Services. No response was received; however, the utility easement will

not impact trash services. Trash is currently serviced on the East end of the site, and there are currently no driveways or improvements within the requested vacation area.

FLOOD PLAIN

This property is within the flood plain.

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

No, the proposed use will not create an undue traffic hazard. The site will utilize the existing access from E 24th St.

DISCUSSION

Allgeier Martin is proposing a 12,852 square foot building addition to their existing office. This proposal will add a significant expansion to the East side of the structure.

The proposed plan will not alter the existing parking lot. The building addition will include landscaping alongside the new building frontage and sidewalk connections as required by Articles 6 and 7 of the Joplin Development Code. The building addition will adhere to the City's four-sided design requirements for non-residential construction. The plans utilize approved materials in Article 5 of the Joplin Development Code.

The project is located within the Joplin Industrial Development Authority and is subject to JIDA's restrictive covenants for building and site design.

Staff recommends approval of Case 006-24.

ENCLOSURES

- Map of property
- Application
- Site Plan

CASE 006-25: SITE PLAN REVIEW

Mr. Kimble asked the representative to come forward and state their name and address for the record.

Jarred Nichols of 7231 E 24th Street presented the case on behalf of AM Properties TWO LLC.

Mr. Nichols stated that AM Properties are seeking approval of their site plan, due to them expanding their building.

Mr. Kimble asked the commission if they had any questions for the representative.

Ms. Phillips asked the representative if they were following the city's regulations pertaining to landscaping.

Mr. Nichols explained that they are using the city's standards and have a landscaping company they are working with for this project. Mr. Nichols also explained that they are removing trees at the back of the property due to them no longer being living but may replant similar trees in the future.

Mr. Bellairs stated that the remaining landscaping with the maintenance of the existing trees will meet the required landscaping requirements in Article 6. They are adding landscaping along the building addition.

Mr. Kimble asked the commission if there were further questions.

Mr. Kimble asked if there was anyone present that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone present that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 006-25. THIS MOTION WAS SECONDED BY MRS. KLUE-MICHAEL. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

Site Plan Review 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.: 006-25
Filing Fee: $600.00
Received: 12/16/24
Advertised: _____
Proj. No.: 25-011

Applicant: AM Properties Two, LLC Phone No.: 417-680-7200

Address: 7231 East 24th St. Joplin, MO 64804 Email: Michael.Keaton@AMCE.com

Owner: AM Properties Two, LLC Phone No.: 417-680-7200

Address: 7231 East 24th St. Joplin, MO 64804 Email: Barton.Nichols@AMCE.com

Location of Property: 7231 East 24th St. Joplin, MO, 64804 (North Half Section 15, T27N, R32W)

Present Use of Property: Office Zoning: M-2-PD

Design Professional who Prepared the Plans: Michael Keaton, P.E. and Chad Greer, AIA

Phone No.: 417-680-7325 Email: Michael.Keaton@AMCE.com

Total Acres: Approx. 2.1 Acres Disturbed

Instructions:
The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

To be shown on or submitted with the plans:

Yes	No	
☒	☐	Name of the project, address, boundaries, date, north arrow, and scale of the plan

☒	☐	Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect
☒	☐	Name and address of all owners of record of abutting parcels
☒	☐	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures
☒	☐	Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures
☒	☐	The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown
☒	☐	The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties
☒	☐	The location, height, size, materials, and design of all proposed signage
☒	☐	A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas
☒	☐	A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.
☒	☐	The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales
☒	☐	Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable
☒	☐	Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

☒ ☐ Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan

☒ ☐ Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.

☒ ☐ For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.

☐ ☒ Summary of the type, extent and outcomes from any public engagement or neighborhood meetings. NO PUBLIC OR NEIGHBORHOOD MEETINGS CONDUCTED.

☒ ☐ Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

☒ ☐ Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

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

Yes No

☒ ☐ Were 20 copies of the required plans submitted? **Only 11x17 is permitted**.

☒ ☐ Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

☒ ☐ Was the site plan review fee of $ 600.00 paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: Burton J. Nichols **Date:** 12/13/2024

TRACT 1 AND 2 COMBINED:

A TRACT OF LAND BEING PART OF THE NORTH-HALF OF SECTION 15 TOWNSHIP 27 NORTH RANGE 32 WEST LYING SOUTH OF INTERSTATE 44 ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTH-QUARTER CORNER OF SAID SECTION 15, A FOUND ½-INCH IRON PIN; THENCE S01°40'54"W, 1222.85 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE APPARENT SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 AND THE POINT OF BEGINNING;

THENCE N67°05'33"E, 416.57 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S22°54'27"E, 279.46 FEET LEAVING SAID RIGHT-OF-WAY LINE; THENCE N89°21'45"W, 232.33 FEET; THENCE S20°38'13"E, 407.66 FEET; THENCE N89°10'27"W, 238.06 FEET TO THE EASTERLY LINE OF 60 FOOT ACCESS EASEMENT (BK. 2461 PG. 269) KNOWN AS EAST 24TH/ STREET; THENCE N89°10'27"W, 179.53 FEET TO THE SAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE N89°10'27"W, 69.64 FEET CONTINUING ALONG ACCESS EASEMENT KNOWN AS EAST 24TH/ STREET; THENCE S67°05'33"W, 270.01 FEET ALONG SAID LINE; THENCE N01°29'56"W, 427.37 FEET LEAVING SAID ACCESS LINE TO THE SAID APPARENT SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE N67°05'33"E, 114.01 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE N67°05'33"E, 258.59 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 8.12 ACRES (353,538 SQUARE FEET) MORE OR LESS.

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SW-2 STORM WATER POLLUTION PREVENTION PLAN / DETAILS

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S1.1 FOUNDATION GENERAL NOTES & TYP. DETAILS
S1.1X TYP. FOUNDATION DETAILS
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A102A DIMENSION PLAN
A102B UPPER DIMENSION PLAN

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A201 DOOR & WINDOW SCHEDS. / FRAME TYPES
A202 DOOR & WINDOW DETAILS

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A504 ENLARGED DETAILS

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PLUMB. / MECH. / ELEC.

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P101 WASTE & VENT PIPING PLAN
P102 SUPPLY PIPING PLAN
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M201 HVAC DETAILS
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COMX.X COMMUNICATION...
COMX.X
COMX.X

AN ADDITION for:

ALLGEIER, MARTIN & ASSOCIATES, INC.

CROSSROADS BUSINESS PARK
7231 E. 24TH STREET
JOPLIN, MO 64804

CGA
architecture planning design
Corner Greer & Associates, Inc.
716 S. Main Street
Joplin, MO 64801
o.417.206.3134

- PRELIMINARY - NOT FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

DATE: 00/00/2024
ARCHITECT: R CHAD GREER #A-2009032804
CA: MO #000531

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THESE PRINTS ARE PROPERTY OF CORNER GREER & ASSOCIATES, ARCHITECTS, INC. AND SHALL BE USED ONLY FOR THE REFERENCED PROJECT BELOW.

rev no	rev date	revision description

PRELIMINARY - NOT FOR CONSTRUCTION - 12/02/2024

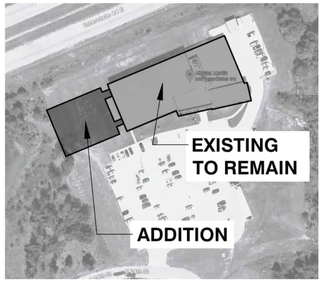
AN ADDITION for:
ALLGEIER, MARTIN & ASSOCIATES, INC
CROSSROADS BUSINESS PARK
7231 E. 24TH STREET
JOPLIN, MO 65804

ISSUE DATE
MONTH 00, 2024

SHEET
COVER SHEET

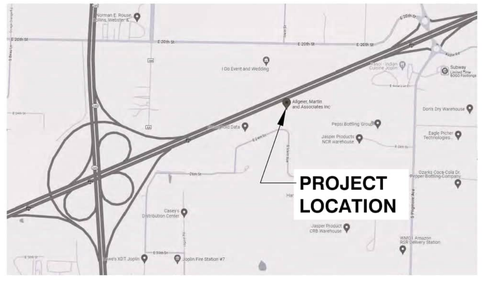
SHEET NO.
G001

VICINITY MAP



NORTH

LOCATION MAP



NORTH

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH ALL LOCAL, STATE AND NATIONAL CODES AND AGENCIES WHICH GOVERN THE WORK TO BE PERFORMED. UNLESS OTHERWISE STATED, OR WHERE MUNICIPAL CODES GOVERN, THE FOLLOWING CODES SHALL APPLY:
   - I.B.C. 2018, AS ADOPTED BY THE CITY OF JOPLIN, MO.
   - I.C.C. INTERNATIONAL PLUMBING CODE, 2018.
   - I.C.C. INTERNATIONAL MECHANICAL CODE, 2018.
   - NATIONAL ELECTRICAL CODE, 2017.
   - INTERNATIONAL FIRE CODE, 2018
   - LIFE SAFETY CODE, ADA 2010.
2. CORNER GREER & ASSOCIATES ARCHITECTS, INC., IS NOT RESPONSIBLE FOR FIELD ACTIVITIES (MEANS, METHODS OR TECHNIQUES) ON THIS PROJECT.
3. CONTRACTOR TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ALL ON-SITE CONDITIONS. IF CONDITIONS ARE UNCOVERED THAT REQUIRE A CHANGE OR ADDITIONAL INFORMATION, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY. THE ARCHITECT DOES NOT DELEGATE HIS AUTHORITY TO ANYONE ELSE FOR DETERMINING THE MEANING OF HIS PLANS OR SPECIFICATIONS.
4. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING AND NEW CONDITIONS.
5. CONTRACTOR TO VERIFY LOCATIONS OF ALL EXISTING UTILITIES AND MAKE CONNECTIONS THERE AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS. CONTRACTOR SHALL CONTACT ALL UTILITIES AND/OR AGENCIES.
6. CONTRACTOR SHALL SECURE AND PAY FOR THE BUILDING PERMIT AND OTHER PERMITS AND GOVERNMENTAL FEES, LICENSES AND INSPECTIONS AS NECESSARY FOR PROPER EXECUTION AND COMPLETION OF THE WORK, INCLUDING ALL NECESSARY FEES ASSOCIATED WITH UTILITY CONNECTIONS.
7. CONTRACTOR SHALL PROVIDE AND PAY FOR LABOR, MATERIALS, EQUIPMENT, TOOLS, CONSTRUCTION EQUIPMENT AND MACHINERY, WATER, HEAT, UTILITIES, TRANSPORTATION AND ANY OTHER FACILITIES AND SERVICES NECESSARY FOR PROPER EXECUTION AND COMPLETION OF THE WORK.
8. THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE CONTRACT DOCUMENTS WITH EACH OTHER AND WITH INFORMATION FURNISHED BY THE OWNER AND SHALL AT ONCE REPORT TO THE ARCHITECT, ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED.
9. THE ARCHITECT, CORNER GREER & ASSOCIATES ARCHITECTS, INC., SHALL BE RESPONSIBLE FOR THE ARCHITECTURAL PORTIONS OF THIS PROJECT. ALL OTHER ASPECTS SHALL BE THE RESPONSIBILITY OF REGISTERED PROFESSIONALS OF THAT DISCIPLINE.
10. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA DOCUMENT A201) SHALL BE BINDING AS PART OF THESE CONSTRUCTION DOCUMENTS.
11. ALL BUILDING FINISHES SHALL BE SELECTED AND/OR APPROVED BY THE OWNER'S REPRESENTATIVE.

SYMBOLS

- 2/A401 — SECTION MARK
- 2/A402 — DETAIL MARK
- 2/A301 — ELEVATION MARK
- A — WALL TYPES
- 100-1 — DOOR MARK
- 2 — WINDOW MARK

MATERIALS

- CONCRETE (PLAN)
- CONCRETE (SECTION)
- CONCRETE BLOCK
- BRICK MASONRY
- RIGID INSULATION
- BATT OR BLOWN INSULATION
- DIMENSIONAL LUMBER
- PLYWOOD
- FINISHED WOOD
- GYPSUM BOARD
- STUD WALL CONSTRUCTION

PROJECT NARRATIVE

ADDITION TO AN EXISTING "B" OCCUPANCY.

SCOPE OF WORK INCLUDES, BUT NOT LIMITED TO: GENERAL BUILDING CONSTRUCTION, MECHANICAL, ELECTRICAL, PLUMBING & INTERIOR FINISHES.

CODE COMPLIANCE

CODE	2018 I.B.C.
OCCUPANCY	B
CONSTRUCTION TYPE	II B
OCCUPANT LOAD TOTAL	408
EXISTING BASEMENT	12
EXISTING FIRST FLOOR	299
ADDITION	97
BUILDING AREAS	
BASIC ALLOWABLE	92,000 SQ.FT.
SPRINKLER SYSTEM	N.F.P.A. 13
EXISTING BASEMENT	5,978 SQ.FT.
EXISTING FIRST FLOOR	27,200 SQ.FT.
EXISTING CANOPIES	6,852 SQ.FT.
EXISTING TOTAL	40,030 SQ.FT.
ADDITION	12,852 SQ.FT.
ADDITION CANOPIES	854 SQ.FT.
TOTAL ACTUAL ADDITION	13,706 SQ.FT.
ACTUAL BUILDING TOTAL	53,736 SQ.FT.
BUILDING HEIGHT ALLOWABLE	75'
BUILDING HEIGHT EXISTING	22'
BUILDING STORIES ALLOWABLE	4
STORIES EXISTING ABOVE GRADE	1
EXISTING WALK OUT BASEMENT	

FIXTURE COUNT	
EXISTING WC PER MALE / FEMALE	8 / 5
EXISTING LAVATORIES PER MALE / FEMALE	6 / 4
EXISTING DRINKING FOUNTAINS	4
EXISTING SERVICE SINK	1
ADDITION WC PER MALE / FEMALE	10 / 3
ADDITION LAVATORIES PER MALE / FEMALE	4 / 2
ADDITION DRINKING FOUNTAINS	1
ADDITION SERVICE SINK	1

PARKING SPACES	
PARKING REQUIRED PER COJ DEVELOPMENT 2022	
3.33 PER 1,000 S.F. = 3.33 x 53.7 =	179
PARKING PROVIDED	187
HANDICAP REQUIRED (TABLE 1106.1)	6
HANDICAP PROVIDED	6

DESIGN LOAD: SEE STRUCTURAL

FIXTURE CALCULATIONS

PLUMBING CODE		
	MEN	WOMEN
WATER CLOSETS	1 PER 25 PER FIRST 50, 1 PER ADDITIONAL 50	
URINALS	<50% of W.C.	-
LAVATORIES	1 PER 40 PER FIRST 80, 1 PER ADDITIONAL 80	
DRINKING FOUNTAINS	1 per 100	
SERVICE SINK	1	

ADDITION OCCUPANT LOAD: 97 MEN: 49 -- WOMEN: 48

FIXTURES REQUIRED / PROVIDED				
	REQUIRED		PROVIDED	
	MEN	WOMEN	MEN	WOMEN
WATER CLOSETS	2	2	5	3
URINALS	-	-	5	-
LAVATORIES	2	2	4	2
DRINKING FOUNTAINS	1		1	
SERVICE SINK	1		1	

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Z:\JOPLIN MO\AMA\SITEPLANS\AMA WEST ADDITION\DRAWINGS\C-2 OVERALL SITE PLAN.DWG

EXISTING 18"ø PVC SANITARY SEWER

MH 1071.18 RIM
1052.53 SW
1052.47 NE
18" PVC

I-44

TREES REMOVED BY OWNER PRIOR TO CONSTRUCTION

20' SEWER EASEMENT

30' BLD SETBACK

PROPOSED BUILDING ADDITION 12,852 SQFT.

ALLGEIER, MARTIN AND ASSOC., INC.
7231 EAST 24TH STREET
JOPLIN, MO. 64804

EXISTING PARKING

EXISTING TRANSFORMER

EXISTING SITE LIGHTING TYP.

EXISTING STORM SEWER

EXISTING FIRE HYDRANT

EXISTING LANDSCAPING TO REMAIN

EXISTING DUMPSTER

EXISTING DETENTION BASIN

20' UTILITY EASEMENT

STANDARD SIDEWALK

EXISTING DETENTION BASIN

20' SEWER EASEMENT

DRAINAGE EASEMENT

5' WIDE SIDEWALK WITH THICKENED EDGE

OWNER:
AM PROPERTIES TWO, LLC
7231 E. 24TH STREET
JOPLIN MO 64804
ZONED M2-P-D
8.12 ACRES

EXISTING CONCRETE PARKING

PARKING ANALYSIS

EXISTING 155 SPOTS (INCLUDING 6 H.C.)

124 SEATS IN EX. BLD. PARKING IS ONLY 75% UTILIZED ON A TYPICAL DAY.

BLD. ADDITION = 12,852 SQ FT.

JIDA CODE: 1 PARKING SPACE PER 200 SQ FT. = 65 ADDITIONAL SPACES REQUIRED.

52 WORKSTATIONS ADDED WITH ADDITION. FUTURE PARKING CAN ACCOMMODATE UP TO 65 ADDITIONAL SPACES

PROPERTY LINE

TREES REMOVED BY OWNER PRIOR TO CONSTRUCTION

JT LAND DEVELOPMENT
3912 ARBOR CT
JOPLIN MO 64804
ZONED M-2

FUTURE PARKING/PROPOSED LAY DOWN YARD WITH 2785 SQ YD's OF 6" AGGREGATE BASE

30' BLD SETBACK

REPAIR TRAIL

15' UTILITY EASEMENT

EXISTING MAILBOX

INDUSTRIAL DEVELOPMENT AUTHORITY
320 E. 4TH STREET
JOPLIN MO 64801
ZONED M2-P-D

EXISTING FIRE HYDRANT

EAST 24TH ST.

102 SY OF PROPOSED 8" THICK CONCRETE DRIVE APRON, INCLUDING SIDEWALK TRANSITIONS

30' 0 15' 30'

N

PRELIMINARY
12/13/2024

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

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

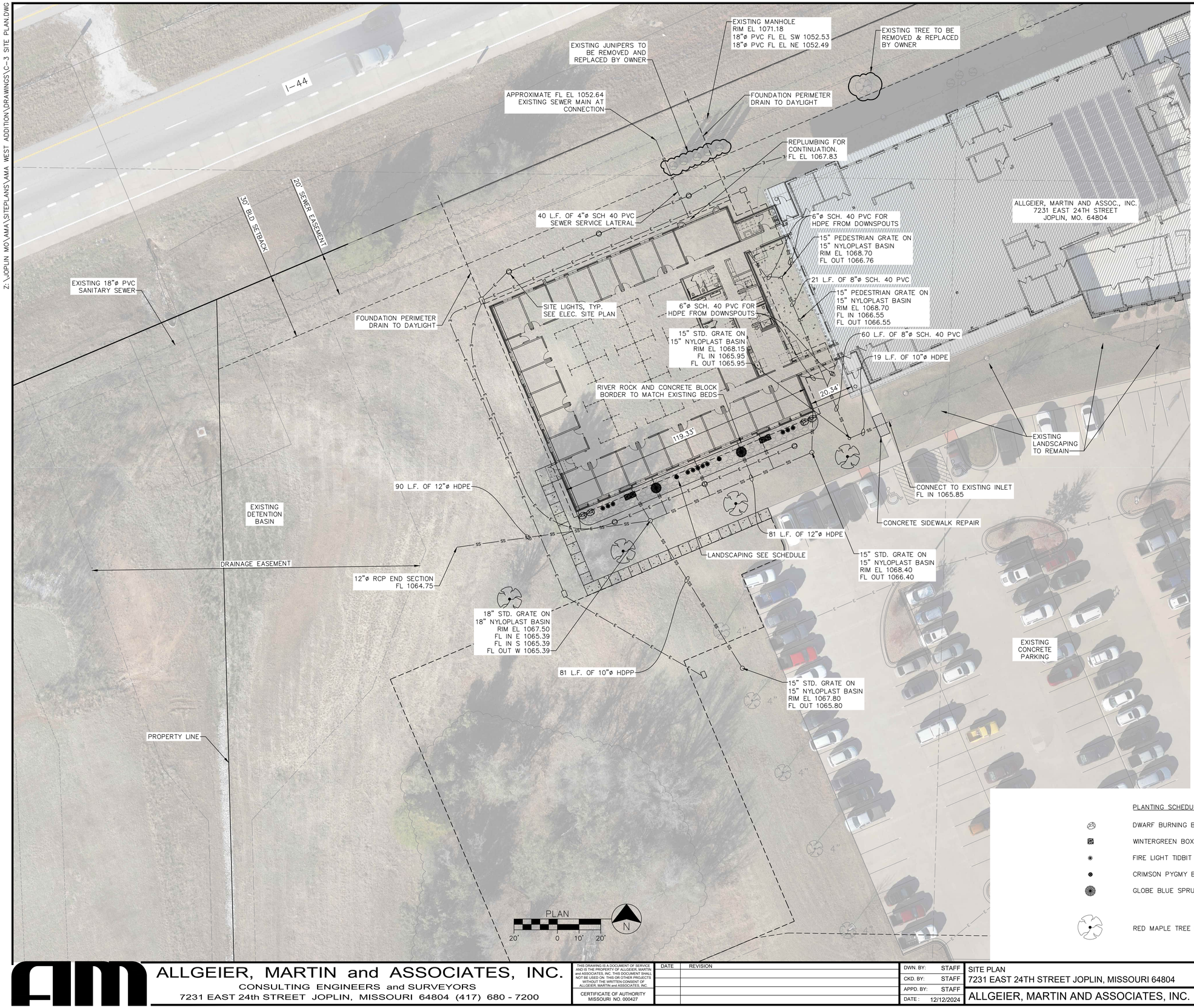
DATE	REVISION

DWN. BY:	STAFF
CKD. BY:	STAFF
APPD. BY:	STAFF
DATE :	12/12/2024

OVERALL SITE PLAN
7231 EAST 24TH STREET JOPLIN, MISSOURI 64804
ALLGEIER, MARTIN AND ASSOCIATES, INC.

DWG. NO. C-2

Z:\JOPLIN MO\AMA\SITEPLANS\AMA WEST ADDITION\DRAWINGS\C-3 SITE PLAN.DWG



CONSTRUCTION NOTES:

1. LANDSCAPING AND IRRIGATION SHOWN SHALL BE OWNER FURNISHED. CONTRACTOR SHALL COORDINATE WITH LANDSCAPER AS NECESSARY. MAINTENANCE OF PLANT MATERIALS SHALL CONSIST OF WATERING, PRUNING, AND REPLACEMENT AS NECESSARY.
2. SIZE AND QUALITY OF PLANT MATERIAL WILL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK, ANSI 260-1992, OR MOST RECENT EDITION.
3. CONTRACTOR SHALL FINE GRADE AND HYDRO SEED ALL AREAS DISTURBED DURING CONSTRUCTION AND ESTABLISH NEW LAWN AREA. CONTRACTOR TO SEED ALL AREAS WITHIN CONTRACT LIMITS NOT COVERED BY PAVING, BUILDINGS, OR PLANTING BEDS UNLESS OTHERWISE NOTED.
4. SITE LIGHTING SHALL NOT PROJECT PAST PROPERTY LINE.
5. PROVIDE MIN. 6" TOPSOIL OVER DISTURBED AREAS UNLESS OTHERWISE NOTED.

STORM SEWER NOTES:

1. ALL PVC DRAIN BASINS SHALL BE NYLOPLAST – ADS OR APPROVED EQUAL. ALL PVC DRAIN BASINS SHALL BE RATED FOR VEHICULAR TRAFFIC.
2. ALL HDPE PIPE SHALL BE ADS N-12 DUAL WALL OR AN APPROVED EQUAL. ALL HDPP PIPE SHALL BE ADS HP STORM DUAL WALL OR APPROVED EQUAL. ALL PIPE SHALL BE BACKFILLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
3. SEE SHEET C1 FOR GENERAL NOTES.
4. REFER TO ARCHITECTURAL PLANS FOR FOUNDATION PERIMETER DRAIN DETAILS.

PLANTING SCHEDULE/LEGEND

- DWARF BURNING BUSH (3 GALLON – 4 EACH)
- WINTERGREEN BOXWOOD OR MUNGO PINE (3 GALLON – 6 EACH)
- FIRE LIGHT TIDBIT HYDRANGEA (3 GALLON – 10 EACH)
- CRIMSON PYGMY BARBERRY OR OBSESSION NANDING (3 GALLON – 2 EACH)
- GLOBE BLUE SPRUCE (3 GALLON – 6 EACH)
- RED MAPLE TREE (2" CALIPER – 4 EACH)

PRELIMINARY 12/13/2024

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

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

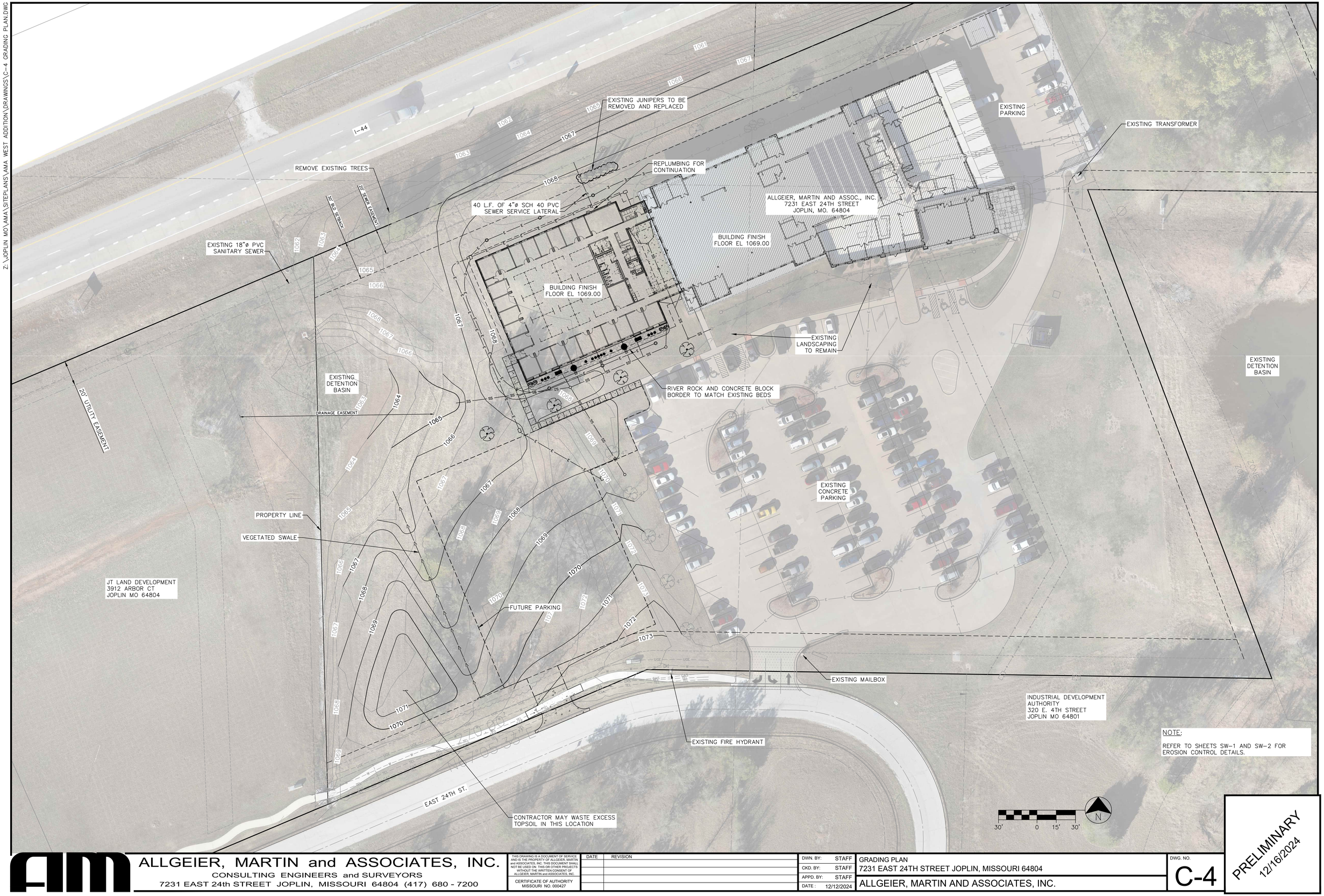
DATE	REVISION

DWN. BY:	STAFF
CKD. BY:	STAFF
APPD. BY:	STAFF
DATE :	12/12/2024

SITE PLAN
7231 EAST 24TH STREET JOPLIN, MISSOURI 64804
ALLGEIER, MARTIN AND ASSOCIATES, INC.

DWG. NO. C-3

Z:\JOPLIN MO\AMA\SITEPLANS\AMA WEST ADDITION\DRAWINGS\C-4 GRADING PLAN.DWG



NOTE:

REFER TO SHEETS SW-1 AND SW-2 FOR EROSION CONTROL DETAILS.

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

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	STAFF
CKD. BY:	STAFF
APPD. BY:	STAFF
DATE :	12/12/2024

GRADING PLAN
7231 EAST 24TH STREET JOPLIN, MISSOURI 64804

ALLGEIER, MARTIN AND ASSOCIATES, INC.

DWG. NO. C-4

PRELIMINARY
12/16/2024

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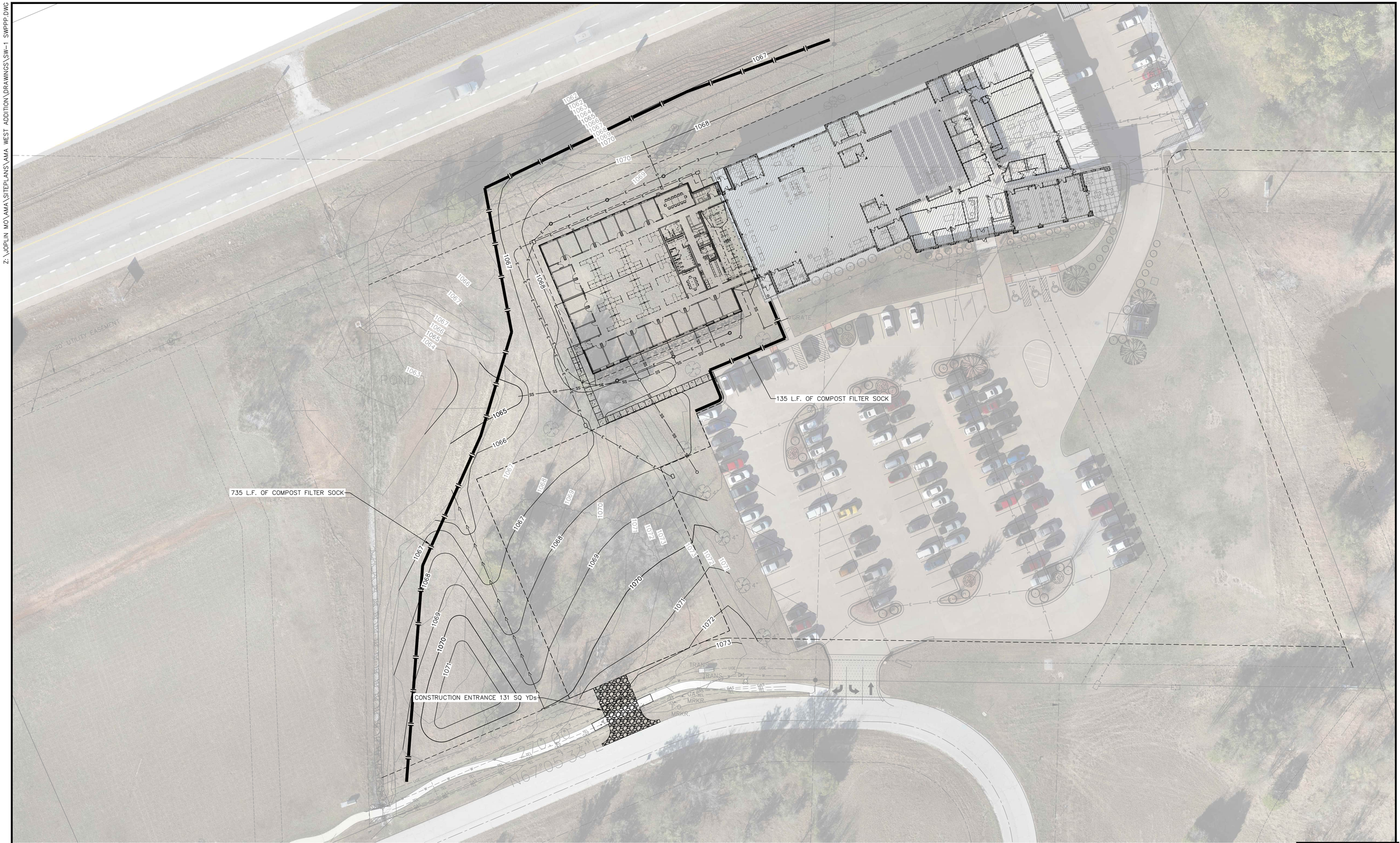

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	STAFF
CKD. BY:	STAFF
APPD. BY:	STAFF
DATE :	12/12/2024

STORMWATER POLLUTION PREVENTION PLAN
7231 EAST 24TH STREET JOPLIN, MISSOURI 64804

ALLGEIER, MARTIN AND ASSOCIATES, INC.

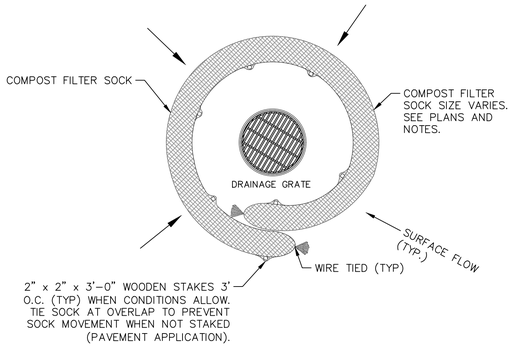
DWG. NO.
SW-1

PRELIMINARY
12/13/2024

Z:\JOPLIN MO\AMA\SITEPLANS\AMA WEST ADDITION\DRAWINGS\SW-2 SWPPP DETAILS.DWG

NOTES:

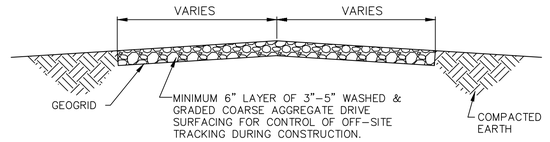
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE FILTER SOCK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF SOCK PER MANUFACTURERS RECOMMENDATIONS. (1' MIN. 3' MAX.)
3. USE 8" TO 12" DIA. SOCK ON CURBSIDE IN TRAFFIC AREAS.
4. USE 12" – 18" DIA. SOCK IN NON–TRAFFIC AREAS OR AREAS WHERE SAFETY IS NOT A CONCERN.
5. SOCK SHALL BE PHOTODEGRADABLE AND SHALL BE FILLED WITH COARSE COMPOST.



COMPOST FILTER SOCK INLET PROTECTION
NTS

NOTES:

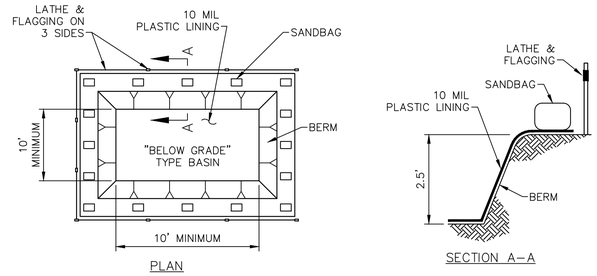
1. WHEN NECESSARY, EQUIPMENT/VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE PUBLIC STREET OR ROAD AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
2. THE SITE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS MAY REQUIRE. ALL SEDIMENT SPILLED, DROPPED, WASHED AWAY OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED AS SOON AS POSSIBLE.



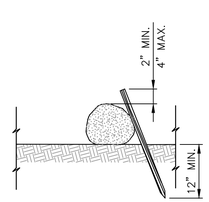
TYPICAL SECTION THRU CONSTRUCTION ENTRANCE
NTS

NOTES:

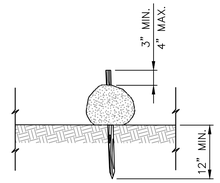
1. THE WASHOUT BASIN(S) SHALL BE CONSTRUCTED BEFORE THE ACTIVE BUILDING PHASE.
2. THE WASHOUT BASIN(S) WILL BE INSPECTED DAILY TO ENSURE THAT ALL CONCRETE WASHING IS BEING DISCHARGED INTO THE WASHOUT BASIN(S), NO LEAKS OR TEARS ARE PRESENT, AND TO IDENTIFY WHEN CONCRETE WASTES NEED TO BE REMOVED. THE WASHOUT BASIN(S) WILL BE CLEANED OUT ONCE THE BASIN IS FILLED TO 75% OF THE HOLDING CAPACITY. ONCE THE BASIN'S HOLDING CAPACITY HAS BEEN REACHED THE CONCRETE WASTES WILL BE ALLOWED TO HARDEN, THE CONCRETE WILL BE BROKEN UP, REMOVED, AND TAKEN TO AN APPROPRIATE LANDFILL FOR DISPOSAL. THE PLASTIC SHEETING WILL BE REPLACED IF TEARS OCCUR DURING REMOVAL OF CONCRETE WASTES FROM THE WASHOUT BASIN(S).



TYPICAL CONCRETE WASHOUT BASIN DETAIL
NTS



ALTERNATIVE 1 (STAKING)
NTS



ALTERNATIVE 2 (STAKING)
NTS

COMPOST FILTER SOCK

COMPOST FILTER SOCK, SLOPE, SOCK SPACING, AND SOCK DIAMETER		
SLOPE	SPACING (FT)	SOCK DIAMETER (INCHES)
< 50:1	250	8
50:1 – 10:1	125	12
10:1 – 5:1	100	12
3:1 – 2:1	50	18
> 2:1	25	18

THE CONTRACTOR SHALL NAME AN INDIVIDUAL AS THE SITE ENVIRONMENTAL MANAGER RESPONSIBLE FOR ALL STORM WATER AND ENVIRONMENTAL ISSUES AT THE SITE DURING THE CONSTRUCTION OF THE PROJECT.

THE DESIGNATED ENVIRONMENTAL MANAGER FOR THE SITE IS:

_____

THE CONTRACTOR SHALL PHYSICALLY MARK IN THE FIELD THE LOCATION OF THE OUTFALL AND INDICATE THE OUTFALL NUMBER, AS SHOWN ON THE SWPPP DRAWING.

THE CONTRACTOR SHALL PENCIL IN AND KEEP CURRENT, ANY UPDATE AS NEEDED, ANY AND ALL ADDITIONS OR CHANGES TO THE EROSION CONTROL PLAN ON THE DRAWING, INCLUDING, BUT NOT LIMITED TO, THE LOCATION OF THE FOLLOWING ITEMS, IF APPLICABLE:

- CONSTRUCTION OFFICE
- PORTABLE TOILET(S)
- SOLID WASTE CONTAINER(S)
- FUEL STORAGE AREA
- MATERIAL STORAGE AREA(S)
- CHEMICAL STORAGE AREA(S)
- EQUIPMENT STORAGE AREA(S)
- TOP SOIL STOCKPILE AREA(S)
- ANY AND ALL ADDITIONAL INSTALLED BMP'S

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

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

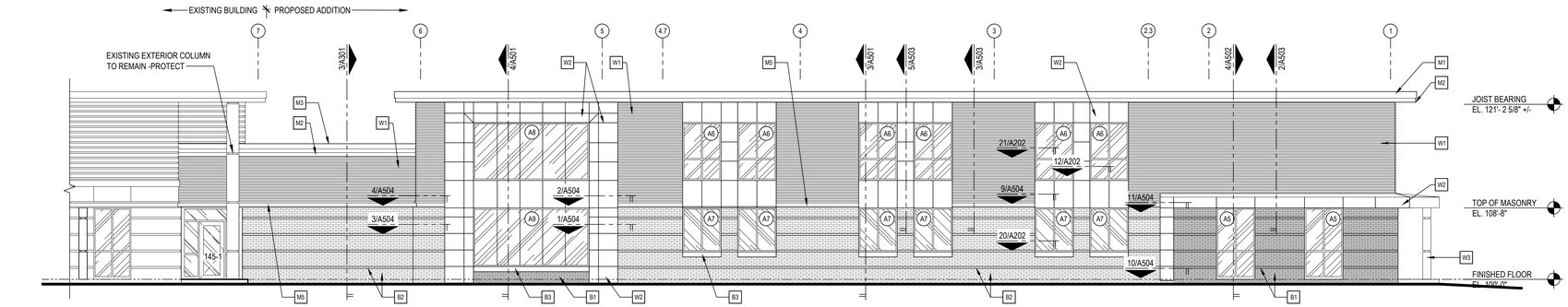
DWN. BY:	STAFF
CKD. BY:	STAFF
APPD. BY:	STAFF
DATE :	

STORM WATER POLLUTION PREVENTION PLAN - DETAILS
7231 EAST 24TH STREET JOPLIN, MISSOURI 64804

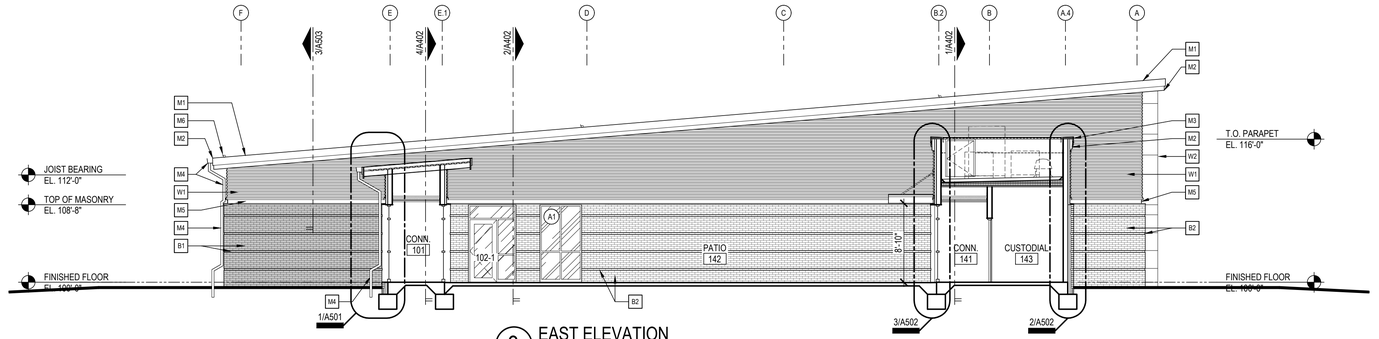
ALLGEIER, MARTIN AND ASSOCIATES, INC.

DWG. NO. SW-2

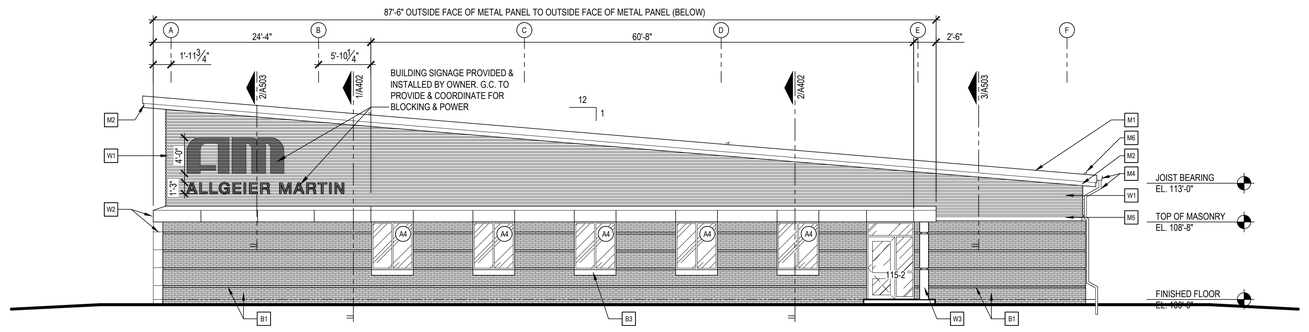
PRELIMINARY 12/2/2024



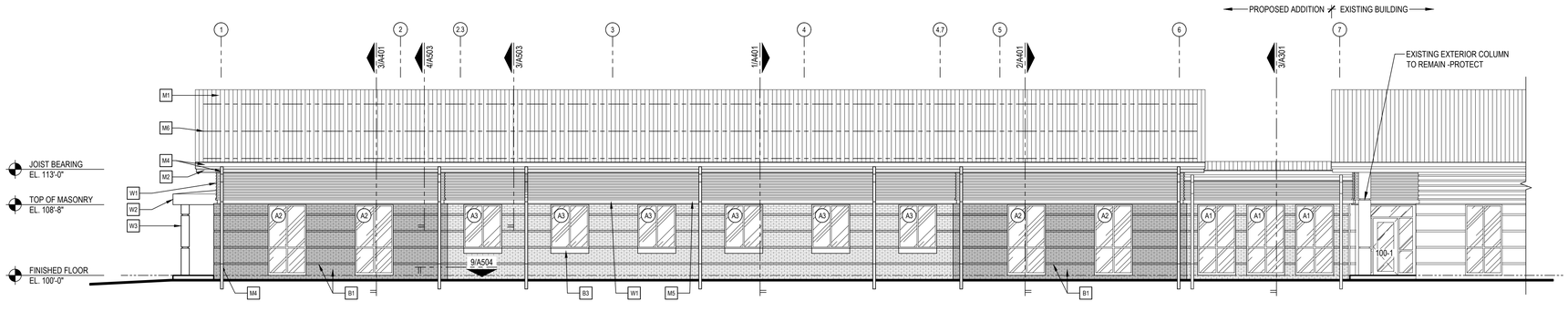
4 NORTH ELEVATION
Scale: 1/8" = 1'-0"



3 EAST ELEVATION
Scale: 1/8" = 1'-0"



2 WEST ELEVATION
Scale: 1/8" = 1'-0"



1 SOUTH ELEVATION
Scale: 1/8" = 1'-0"

MATERIALS LEGEND

B1	BRICK VENEER: OXFORD BROWN W/ SLATE GRAY RECESSED BANDS
B2	BRICK VENEER: STEEL GRAY W/ STEEL GRAY RECESSED BANDS
B3	CAST STONE SILL: STANDARD FINISH, COLOR MESA
W1	PRE-FINISHED METAL WALL PANELS: BERRIDGE HR-16 24 GA HORIZONTAL RIBBING 4" O.C. -COLOR DOVE GRAY
W2	PRE-FINISHED METAL COMPOSITE PANELS: ALCOTEX -COLOR BRIGHT SILVER
W3	PRE-FINISHED METAL COMPOSITE COLUMN WRAP: ALCOTEX -COLOR BRIGHT SILVER
M1	METAL ROOF PANELS: BERRIDGE 16" 24 GA ZEE-LOCK STANDING SEAM. COLOR KYNAR 500 ZINC GREY
M2	METAL COPING, FASCIA, TRIM, ETC : BERRIDGE -COLOR KYNAR 500 ZINC GREY
M3	METAL SOFFITS: QUALITY EDGE TRUVENT HIDDEN -COLOR TERRATONE 511
M4	PRE-FINISHED ALUMINUM GUTTER & DOWNSPOUT: BERRIDGE -COLOR KYNAR 500 ZINC GREY. BOOT TO STORM DRAIN -REFER CIVIL
M5	PRE-FIN. METAL COPING W/ HEMMED EDGE & CONT. CLEAT : BERRIDGE -COLOR KYNAR 500 ZINC GREY
M6	SNOW GUARDS -ENTIRE EDGE / LENGTH. -QUANTITY AS RECOMMENDED PER MANUFACTURE -TYP.

PRELIMINARY - NOT FOR CONSTRUCTION - 12/09/2024

CGA
architecture
planning
design
Corner Greer & Associates, Inc.
716 S. Main Street
Joplin, MO 64801
o.417.206.3134

- PRELIMINARY - NOT FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

DATE: 00/00/2024
ARCHITECT: R CHAD GREER #A-2009032804
CA: MO #000531

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rev no	rev date	revision description

AN ADDITION for:
ALLGEIER, MARTIN & ASSOCIATES, INC
CROSSROADS BUSINESS PARK
7231 E. 24TH STREET
JOPLIN, MO 65804

ISSUE DATE
MONTH 00, 2024

SHEET
EXTERIOR ELEVATIONS

SHEET NO.
A301

Z:\PROJECTS\AMA – Expansion\CDs\+A301 – Elevations.dwg Dec 11, 2024 – 3:08pm

Rev 12/17/24

Z:\JOPLIN MO\AMA\SITEPLANS\AMA WEST ADDITION\DRAWINGS\C-2 OVERALL SITE PLAN.DWG

EXISTING 18"ø PVC SANITARY SEWER

MH 1071.18 RIM
1052.53 SW
1052.47 NE
18" PVC

I-44

TREES REMOVED BY OWNER PRIOR TO CONSTRUCTION

20' SEWER EASEMENT

30' BLD SETBACK

PROPOSED BUILDING ADDITION 12,852 SQFT.

EXISTING SITE LIGHTING TYP.

ALLGEIER, MARTIN AND ASSOC., INC.
7231 EAST 24TH STREET
JOPLIN, MO. 64804

EXISTING PARKING

EXISTING TRANSFORMER

EXISTING STORM SEWER

EXISTING FIRE HYDRANT

EXISTING LANDSCAPING TO REMAIN

EXISTING DUMPSTER

EXISTING DETENTION BASIN

STANDARD SIDEWALK

20' UTILITY EASEMENT

20' SEWER EASEMENT

DRAINAGE EASEMENT

5' WIDE SIDEWALK WITH THICKENED EDGE

OWNER:
AM PROPERTIES TWO, LLC
7231 E. 24TH STREET
JOPLIN MO 64804
ZONED M2-P-D
8.12 ACRES

EXISTING CONCRETE PARKING

PARKING ANALYSIS

EXISTING 155 SPOTS (INCLUDING 6 H.C.)

124 SEATS IN EX. BLD. PARKING IS ONLY 75% UTILIZED ON A TYPICAL DAY.

BLD. ADDITION = 12,852 SQ FT.

JIDA CODE: 1 PARKING SPACE PER 200 SQ FT. = 65 ADDITIONAL SPACES REQUIRED.

52 WORKSTATIONS ADDED WITH ADDITION. FUTURE PARKING CAN ACCOMMODATE UP TO 65 ADDITIONAL SPACES

PROPERTY LINE

TREES REMOVED BY OWNER PRIOR TO CONSTRUCTION

JT LAND DEVELOPMENT
3912 ARBOR CT
JOPLIN MO 64804
ZONED M-2

FUTURE PARKING/PROPOSED LAY DOWN YARD WITH 2785 SQ YD's OF 6" AGGREGATE BASE

30' BLD SETBACK

REPAIR TRAIL

15' UTILITY EASEMENT

EXISTING MAILBOX

INDUSTRIAL DEVELOPMENT AUTHORITY
320 E. 4TH STREET
JOPLIN MO 64801
ZONED M2-P-D

EXISTING FIRE HYDRANT

N67°05'33"E 270.00'

EAST 24TH ST.

102 SY OF PROPOSED 8" THICK CONCRETE DRIVE APRON, INCLUDING SIDEWALK TRANSITIONS

30' 0 15' 30'

N

ALLGEIER, MARTIN and ASSOCIATES, INC.
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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

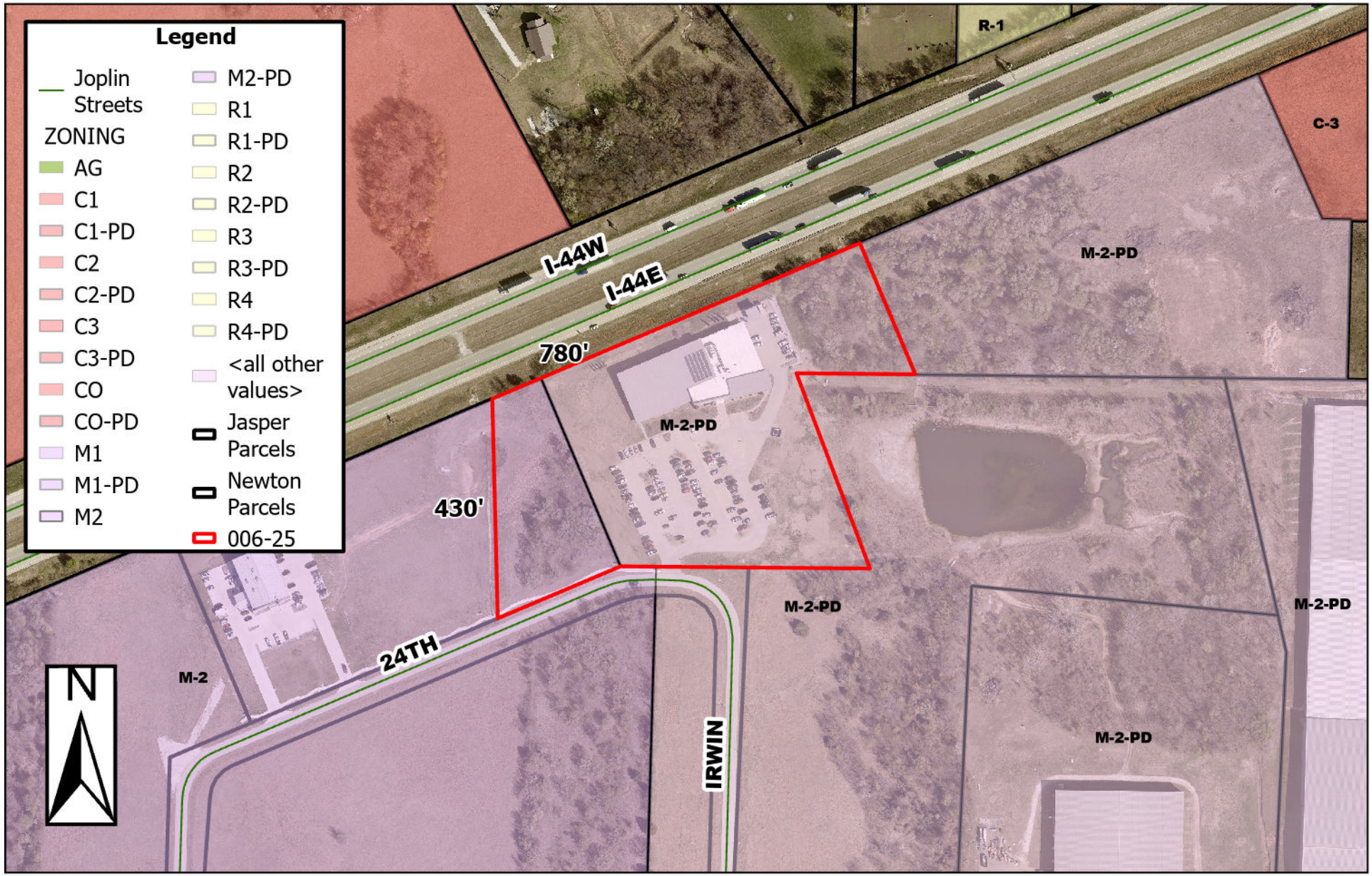
DWN. BY:	STAFF
CKD. BY:	STAFF
APPD. BY:	STAFF
DATE:	12/12/2024

OVERALL SITE PLAN
7231 EAST 24TH STREET JOPLIN, MISSOURI 64804
ALLGEIER, MARTIN AND ASSOCIATES, INC.

DWG. NO. C-2

PRELIMINARY 12/17/2024

Case 006-25: Site Plan Review



7231 E 24th St - Site Plan Review - A request to review a site plan - AM Properties TWO LLC